

EXHIBIT “A”



Deposition of:
Thomas Burns

August 5, 2021

In the Matter of:
**RBR-Technologies, Inc. v. SPG
Institute, Inc. et al**

Veritext Legal Solutions
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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

(Alexandria Division)

- - - - - x
RBR-TECHNOLOGIES, INC., :
Plaintiff, :
vs. : CIVIL CASE NO.
SPG INSTITUTE, INC., and : 1:21-cv-00213
SP GLOBAL, INC., and :
DR. DAN TOLLEY, :
Defendants. :

- - - - - x

Thursday, August 5, 2021

Virtual Deposition of:

THOMAS BURNS

called for oral examination by counsel for
Plaintiffs, pursuant to notice, via Zoom video
conference, before Christy McGee, CSR, of Veritext
Legal Solutions, a Notary Public in and for the
Commonwealth of Virginia, beginning at 12:35 p.m.,
when were present on behalf of the respective
parties:

1 A P P E A R A N C E S

2 On behalf of Plaintiff:

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17

18 ALSO PRESENT:

19 Bryan Harte

20

21 * * * * *

22

C O N T E N T S

EXAMINATION BY:	PAGE
Counsel for Plaintiffs	4/138
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(* Exhibits attached to transcript.)

1 P R O C E E D I N G S

2 WHEREUPON,

3 THOMAS BURNS

4 called as a witness, and having been first duly
5 sworn, was examined and testified as follows:

6 EXAMINATION BY COUNSEL FOR PLAINTIFFS

7 BY MS. BAAKMAN:

8 Q Good afternoon, Mr. Burns. My name is
9 Justine Baakman. I represent RBR-Technologies,
10 Incorporated, in litigation it has initiated against
11 SPI, SPG, and Dr. Dan Tolley that brings us to this
12 deposition today.

13 It is my understanding that you are here
14 to testify on behalf of both SPGI and SPG. And so
15 the record is clear, when I refer to SPGI, I am
16 referencing SPG Institute, Incorporated, with an
17 office in Chantilly, Virginia; and SPG refers to SP
18 Global, Incorporated, also in the office in
19 Chantilly, Virginia. Is that your understanding as
20 to your deposition today, that you are here as a
21 designee on behalf of both SPGI and SPG?

22 A That's correct.

1 Q Great. Before we begin kind of the
2 substance of your deposition, I am going to go over
3 some brief instructions just so that way you and I
4 can be on the same page.

5 Before I kind of go into that, have you
6 ever had a deposition taken before?

7 A I may have years ago. I don't remember
8 when, though.

9 Q Okay. I presume that that deposition was
10 likely not taken via Zoom, so this particular
11 instruction I'm about to give is probably the first
12 time you'll hear it. Even though we are set up
13 probably either in our respective homes or offices,
14 you are not permitted to communicate with your
15 counsel or with anyone else while the
16 question-and-answer session is going on. If you
17 need to speak to Ms. Dickerson or Ms. Leary at any
18 point, please let me know, and I'll be more than
19 happy to accommodate you speaking to either of them
20 off the record. I'd just ask that if there is a
21 question pending that you answer it, and then we can
22 go off the record for as long as you need to consult

1 with either Ms. Dickerson or Ms. Leary. Is that
2 understood?

3 A It's understood.

4 Q Okay. Great. Even though we are in an
5 informal setting today, you are still under oath
6 just the same as if you were in the court testifying
7 in front of a judge. Do you understand that?

8 A I do.

9 Q Okay. And you're doing a great job of
10 this so far, but I do need all of your responses to
11 be verbal because Christy is taking down everything
12 you and I are saying today and ultimately will
13 produce a written transcript of everything you and I
14 are saying. And although today I might understand a
15 shake of the head means yes or no or an uh-huh or
16 huh-uh means yes or no or something else, later on
17 when I'm reading the transcript and when the other
18 attorneys are reading the transcript, we won't
19 understand what that meant. So I need all your
20 responses to be verbal so that way we have a clear
21 record. If you give me a nonverbal response, I will
22 just ask you to clarify that. You might shake your

1 head and I'm going to ask you, is that a yes, is
2 that a no. Again, that's not because I'm being
3 rude. I just want to make sure that the record is
4 clear as to what you're actually responding to. Do
5 you understand that?

6 A I understand that.

7 Q Great. Another thing, because we are
8 conducting this deposition via Zoom, there sometimes
9 can be a lag in time where I might not hear a
10 response that you give or Christy may not hear a
11 response you give or Ms. Dickerson or Ms. Leary may
12 not hear a response that you give. If that's the
13 case, I may ask you to repeat your answer. I'm
14 going to ask that you repeat your answer, to the
15 best of your ability, exactly as you provided it
16 rather than giving a different answer if I ask you
17 to repeat it.

18 I'm going to also ask that you let me
19 finish my question before you answer it. In
20 everyday conversation, you might start to kind of
21 anticipate the question I'm going to ask and give me
22 your answer before I fully ask the question. I'm

1 just going to ask that you not do that for two
2 reasons: One, again, so we can kind of have a clear
3 record. Christy can't take down you and I speaking
4 over one another. And, also, because I want to make
5 sure that you are actually answering the question
6 that I ask. You might anticipate a different
7 question than the one that I'm actually trying to
8 ask you.

9 I am also going to ask that you let me
10 know if you don't understand any of my questions.
11 It's my job to ask questions you can understand, so
12 please let me know if you don't and I will be happy
13 to rephrase it until you do understand what it is
14 that I'm asking you. With that same concept in
15 mind, if you answer a question, I'm going to assume
16 that you understood what it was that I was asking.
17 I don't want you to guess or approximate -- or I'm
18 sorry. I don't want you to guess at any of your
19 answers. If you need to approximate or estimate,
20 please do that. Let me know if you're doing it, but
21 I just don't want you to guess. With that in mind
22 "I don't know" or "I don't remember" are perfectly

1 acceptable answers if they're accurate.

2 And kind of to my comment earlier, I'm
3 happy to accommodate any break that you might want
4 or need. Just let me know that you would like one.
5 Again, I'm going to ask that you answer any question
6 that is pending before we take a break, but, you
7 know, other than that, I am happy to accommodate
8 breaks as needed.

9 A Thank you.

10 MS. BAAKMAN: All right. Ms. Dickerson
11 and Ms. Leary, do you have any other instructions
12 you'd like to give the witness before I begin?

13 MS. DICKERSON: No.

14 MS. LEARY: I don't either.

15 BY MS. BAAKMAN:

16 Q Okay. Great. Mr. Burns, what is the
17 office location for SPGI?

18 A We're in Chantilly, Virginia, on
19 Conference Center Drive, 14700 (sic) Conference
20 Center Drive, Suite 300.

21 Q Does SPGI have any other physical office
22 locations?

1 A Not at this time, no.

2 Q How about back in and around August of
3 2020? Did SPGI have any other physical office
4 locations?

5 A Yes, we did in Dayton, Ohio. I'm sorry.
6 I don't remember the address.

7 Q When did the Dayton, Ohio, office cease to
8 exist?

9 A About four months ago approximately.

10 Q What was the reason that that office was
11 either closed or that a lease was not renewed?

12 A We were behind in rent. We were able to
13 catch that up, but they were going to raise the rent
14 significantly and we decided that that was the time
15 to go ahead and move to other facilities while we
16 could.

17 Q Are there any plans to open another office
18 in Dayton, Ohio, or anywhere else at this point?

19 A Upon our funding, we would reopen an
20 office in Dayton, Ohio.

21 Q Is there any physical office location that
22 SPGI is currently intending to move into when and if

1 funding is received?

2 A The folks in Dayton, I think, have looked
3 at some other space. They've not provided me a
4 preferred area to move to.

5 Q How many individuals does SPGI currently
6 employ?

7 A Currently, I believe it's in the range of
8 23 to 24. That is an estimate.

9 Q And I am just going to repeat this only
10 because I just want to make sure that we are clear.
11 Those are employees specifically and only that are
12 employed by SPGI. I am not asking for any
13 individuals employed by SPG.

14 A Thank you for clarifying that. At this
15 point there are zero employees in SPGI.

16 Q When was SPGI first --

17 A I'll ask you a question, if I could.
18 There are still board members. Okay? I am not
19 counting those people as employees. They don't get
20 paid, but there are still our board members. But
21 other than that, there are zero employees at SPGI.

22 Q Okay. Thank you for clarifying that. And

1 this was an instruction I didn't give, but, you
2 know, as we're talking today, if at any point you
3 want to clarify or give additional detail about
4 something you testified to earlier, you think about
5 something that maybe you hadn't thought about
6 before, just let me know and I'm happy to go back to
7 any particular area of discussion that we may have
8 had.

9 So I just kind of want to go back to the
10 testimony you gave about the fact that SPGI does not
11 employ anyone currently, setting aside any members
12 of a board of directors, that you do not consider
13 employees. In and around August of 2020, did SPGI
14 have any employees?

15 A No.

16 Q Has SPGI ever had any employees?

17 A No.

18 Q When was SPGI first formed?

19 A I don't know that exact date.

20 Q Can you give me an estimate? For example,
21 in 2015?

22 A You know, I really -- SPGI was opened as a

1 nonprofit, and I believe that was in '16. It was
2 for a research situation. It was never -- we never
3 entered into any research with it, and the first
4 thing that we actually did with SPGI is enter into
5 the contract with the Air Force. But the date that
6 you're asking for is, I don't know the exact date
7 that that was. It would have been, I believe, '16,
8 possibly '17.

9 Q And you made reference to a contract with
10 the Air Force. Is that the contract with the Air
11 Force that's at issue in this litigation or
12 something else?

13 A Yes, it is.

14 Q And I believe you touched on this a little
15 bit in your prior response, but what is the business
16 purpose of SPGI?

17 A The business purpose, it really has a
18 nonprofit research element to help in some of the
19 projects that we do at SPG. Once again, we took
20 nothing under that premise during that period of
21 time, and then I was -- I was approached about using
22 the SPGI as a conduit for this Air Force contract

1 that we had referred to, and we did.

2 Q How many individuals currently serve on
3 the board of directors for SPGI?

4 A I believe just two.

5 Q Who are those individuals?

6 A That would be Dr. Tolley.

7 Q Dr. Tolley and anyone else?

8 A I don't believe so. I don't know that for
9 certain, but I don't believe so.

10 Q Okay. So I thought your response was that
11 there were two individuals who served on the board
12 of directors.

13 A That would be myself and Dr. Tolley.

14 THE COURT REPORTER: I'm sorry. Say that
15 again.

16 THE WITNESS: That would be myself and
17 Dr. Tolley.

18 You probably have fast fingers. You're
19 going to have to slow them down. I don't talk very
20 fast. I apologize.

21 MS. BAAKMAN: Not talking very fast is
22 good for Christy. That makes her happy.

1 THE WITNESS: Well, I only use speed in
2 flash, so I don't know. I don't know what fast is.

3 BY MS. BAAKMAN:

4 Q Other than Dr. Tolley and yourself, have
5 any other individuals ever served on the board of
6 directors for SPGI?

7 A Yes, a -- yes.

8 Q What are the name -- what is the name or
9 are the names of those individuals?

10 A John Chiochetti and Roger Mann.

11 Q When was Mr. Chiochetti on the board of
12 directors for SPGI?

13 A Early stages. Early stages, and then we
14 asked him to step down. And I don't know that date.
15 I'm sorry. I'm answering a question you didn't ask.
16 I apologize.

17 Q That's okay. What was the reason that you
18 ask Mr. Chiochetti to step down?

19 A Some of the original things that we
20 originally had considered doing would have involved
21 areas of expertise of Mr. Chiochetti, and we
22 abandoned those interests. Subsequently, we asked

1 him to resign, which he was pleased to do.

2 Q When was Mr. Mann on the board of
3 directors for SPGI?

4 A Same thing, early stages.

5 Q And was he also asked to step down for a
6 similar reason as Mr. Chiochetti?

7 A Yes, his workload was too heavy to
8 continue on, and so we asked him to step down.

9 Q What is the purpose for the board of
10 directors for SPGI?

11 A Basically, you know, to administer the
12 company and decide what projects we would or would
13 not take on as an entity.

14 Q Is SPGI currently working on any projects?

15 A Just the Air Force contract.

16 Q How about in and around August of 2020?

17 A Yes.

18 Q Any other projects?

19 I'm sorry. I didn't hear your response.

20 I saw your --

21 A Not that I'm aware of, no.

22 Q Has the board of directors -- have you and

1 Dr. Tolley consistently served as members on the
2 board of directors since the inception of SPGI?

3 A No. I came on the board of directors -- I
4 believe it was about the time that Mr. Mann and
5 Mr. Chiochetti. There was not -- those were not
6 simultaneous, but in that time frame I joined the
7 board of directors.

8 Q Was Dr. Tolley always on the board of
9 directors since the inception of SPGI?

10 A I believe he was, yes.

11 Q When was SPG formed?

12 A I believe November of 2015.

13 Q What is the corporate structure of SPG?

14 A It's a C Corp.

15 (Whereupon, pages 18 through 21 were
16 marked confidential and proprietary and
17 attached under separate cover.)

18 * * * * *

19

20

21

22

1 BY MS. BAAKMAN:

2 Q How many individuals does SPG currently
3 employ?

4 A As I said, currently, we have had some
5 people asked to be laid off and I believe now
6 we're -- an estimate is about 23.

7 Q In and around August of 2020, did SPG have
8 more, less, or the same number of individuals it was
9 employing?

10 A We had more.

11 Q Can you tell me how many individuals SPG
12 was employing at that time?

13 A Somewhere between 50 and 54.

14 Q And what's the reason for the difference
15 in the number of individuals being employed by SPG?

16 A Basically we've been waiting on an
17 investment package to come in and it has not come in
18 and basically people just couldn't wait much longer
19 before they had to take another job.

20 Q Is SPG currently paying its employees?

21 A We are not.

22 Q At what point -- well, at what point did

1 SPG stop paying its employees?

2 A Sometime around September 1st, the end of
3 August, first part of September in 2020, some of our
4 employees stopped getting paid. We tried to keep
5 the younger employees on payroll as long as we
6 could, and I think that -- I don't know the exact
7 date of that, but that could have been somewhere
8 mid-October, the end of October, something like
9 that. But there was -- it was a graduated number of
10 key people that had been with us from the beginning,
11 you know, forego payment, you know, forego salary
12 for the promise of payment in the future.

13 Q Does SPG have a physical office location?

14 A Yes, we do.

15 Q Where is that?

16 A Chantilly, Virginia. I don't know why I
17 can't remember my address. 14800 Conference Center
18 Drive. The same location as SPGI in Chantilly.
19 Would you like the rest of that address?

20 Q Please.

21 A 14800 Conference Center Drive, Suite 300,
22 Chantilly, Virginia 20151.

1 Q Does SPG have any other physical office
2 locations?

3 A Not at this time.

4 Q In and around August of 2020, did SPG have
5 any other physical office locations?

6 A We had a lab in Manassas, and I believe
7 that's the only other office. Well, obviously we
8 had the office in Dayton, Ohio.

9 Q That's the same office we spoke about when
10 discussing SPGI earlier?

11 A It is, yes.

12 Q Of the current approximately 23 employees
13 of SPG, do they all work out of the Chantilly,
14 Virginia, office location?

15 A That is their home base, yes. The
16 majority of them at this point are working remotely
17 and have been due to the COVID situation.

18 Q What position, if any, do you hold at SPG?

19 A At SPG, I'm the chairman of the board and
20 CEO.

21 Q Does SPG also have a president and other
22 executives?

1 A Yes, we do. Dan is the -- Dr. Tolley is
2 the president and chief technology officer, and I
3 don't think we have any other corporate people at
4 this point, corporate executives. Well, Tony Demasi
5 would be, you know, kind of the -- he's our office
6 manager. At that point -- you know, I'm not sure
7 that we're talking at this point C-level people, and
8 that would be a CTO and a CEO and president.

9 Q Does SPG also have a board of directors?

10 A Okay. Were we talking previously about
11 SPGI or were we talking about SPG?

12 Q Okay. So with regards to my questions
13 that I just asked you about your title and whether
14 there were executives, those questions were with
15 regards to SPG. So I'm asking, does SPG also have a
16 board of directors?

17 A Yes, it does.

18 Q Who are the current members of SPG's board
19 of directors?

20 A Myself as the chairman of the board and
21 Dr. Tolley as a board member.

22 Q What are the responsibilities of the

1 chairman of the board of directors for SPG?

2 A Primarily to, you know, set direction,
3 along with Dr. Tolley, of the corporation of what
4 companies we would take under, what investments we
5 would consider bringing in, what type of overall
6 funding the organization and subcompanies need to
7 have in order to get to the point of our VP and
8 initial offer, this while looking at the costs and,
9 you know, profitability of SPG.

10 Q Did SPG have shareholders?

11 A Yes, we have Dr. Tolley and myself. We do
12 get to have a friends-and-family round, which there
13 are some stockholders at that level. And at this
14 point, that's the extent of that. We have -- we
15 have provided some incentive stock that's nonvoting
16 stock to certain employees.

17 Q What percentage of the stock does
18 Dr. Tolley own?

19 A You know, it's somewhere in the range
20 currently of like 35 percent. I don't have those
21 numbers in front of me, but Dr. Tolley's family, my
22 family, and then the other shareholders, I think

1 ours falls in at the range of around 35 to 38
2 percent each, somewhere in that range.

3 Q What assets, if any, does SPG currently
4 have?

5 A At this point we have the stock in our
6 company. We have ownership positions in all of our
7 subcompanies, GlobalFlyte, S.A. Wyze, CoreSyte,
8 Vyrtx, and Branch Botanicals.

9 Q The subcompanies that you mentioned, are
10 they all for-profit?

11 A They are all for-profit. You could
12 conceivably put SPGI in that position as well, but
13 it -- as being a nonprofit, we don't consider it to
14 be one of our for-profit companies.

15 Q Does SPG own any property?

16 A We own office furniture, you know, normal
17 situations that you deal with there. I think we
18 have a vehicle. I'm trying to think beyond that. I
19 don't think we have any other physical properties.

20 Q Okay. So no, for example, commercial
21 office buildings? Anything like that?

22 A No.

1 Q What is the current value of the stock
2 that you hold of SPG?

3 A Well, it's right now we are -- according
4 to our investment that we're in the middle of, it
5 could be roughly \$5 a share. It would be roughly \$5
6 a share. The problem is is that without the funding
7 in, it does not demonstrate the value, so without
8 the -- you know, without the funding round
9 completed, we're probably -- with IP that we hold
10 and so forth, you know, it's probably somewhere in
11 the, you know, a dollar per share, you know, 15,
12 20 million, something like that. You know, once
13 again, I'm not taking into consideration the value
14 of the subcompanies, so I don't have a firm number
15 on that to give you right now.

16 Q And the subcompanies that you mentioned
17 were GlobalFlyte, CoreSyte, Vyrtx, Branch
18 Botanicals. Anything else?

19 A S.A. Wyze.

20 Q Does SPG provide its employees with
21 laptops?

22 A Yes, we do.

1 Q When did SPG first start providing its
2 employees with laptops?

3 A I believe that was from the beginning of
4 the corporation.

5 Q Does SPG provide its employees with work
6 cellphones?

7 A Some of the employees.

8 Q Which employees are those?

9 A That I don't know.

10 Q Do you know which employees those are
11 based on their titles or roles, rather than name?

12 A You know, there were some that had phones
13 and existing numbers and did not want to have
14 phones. To be honest with you, that's out of my
15 area of expertise in the company.

16 Q Can you explain to me kind of an
17 originate -- origination -- oh, my goodness. I'm
18 trying to ask for an organization chart for SPG. So
19 I understand that you and Dr. Tolley are likely at
20 the very top. Can you explain to me kind of how the
21 leadership may kind of go from there in terms of
22 kind of downstream.

1 A I can tell you what it was when we were
2 fully operational.

3 Q Okay.

4 A Right now, some of those people are not
5 with us any longer. In general -- and, once again,
6 I'm not going directly from our org chart. I'm
7 going from the top of my head. Dr. Tolley -- of SPG
8 we're speaking of, I'm the CEO. Dan is president
9 and CTO. We had Roger Mann was one of our executive
10 vice presidents. Tony Demasi was a vice president
11 of basic operations and so forth. We had Dan
12 Ehlert, who was our comptroller, and then beyond
13 there, administrative people in general.

14 Generally, what we would look at is our
15 core people would provide advice and oversight
16 decisions on whether or not we were going to take on
17 a particular piece of IP and develop it into a
18 company, but part of our TCF process --

19 Kathryn, we want to make certain -- I
20 think this is part of our disclosure as well.

21 But we offered a combined management team
22 and provided management of the subcompanies. So

1 primarily our management team here operated as what
2 we called our TCF Management Group. Okay? And then
3 we would have one of our employees designated as the
4 CEO and one designated as president of what we call
5 a TO of the subcompanies, transformative
6 organization, TO. We would then meet with them and
7 act as their C-suite so that we weren't having to
8 pay out additional monies or train other people to
9 come in. So that's why we had stayed at the range
10 of five, six, seven projects at a time so that we
11 could work with the individuals in the formation of
12 that company and still provide a level of expertise
13 that they would not be able to gain as a new co. on
14 their own. I hope I -- I hope that made that as
15 clear as mud for you, but that's what we do.

16 And I do apologize. I'm getting closer
17 and closer to the screen. I don't hear very well.
18 And I don't mean to be pushing my face up so close,
19 but I do want to hear the questions you ask
20 completely.

21 Q Thank you. I appreciate that. And if you
22 don't hear one of my questions, please let me know,

1 and I'll repeat it or ask Christy to repeat it for
2 you.

3 A Thank you.

4 Q Is Mr. Mann still an employee of SPG?

5 A Yes.

6 Q Is Mr. Demasi still an employee of SPG?

7 A Yes.

8 Q Is Mr. Ehlert still an employee of SPG?

9 A No, he's not.

10 Q When did Mr. Ehlert cease his employment
11 with SPG?

12 A Recently. Less than a month, I believe.

13 Q What was the reason that Mr. Ehlert --

14 A Could not go any longer without payment.

15 Q Is Mr. Ehlert one of the individuals that
16 SPG provided a work cellphone to?

17 A I don't know the answer to that.

18 Q When employees leave the service of SPG,
19 decide to end their employment, are they responsible
20 for turning over any equipment or items that maybe
21 they've been using that were SPG property before
22 their employment ends?

1 A That is -- that is our requirement. That
2 has not necessarily been held. Some of the people
3 that have left I believe are -- I'm not sure they're
4 fully compliant with that requirement.

5 Q So what steps, if any, did SPG take to
6 make sure that its employees either shortly before
7 their employment ends or right as their employment
8 is ending turn over any SPG equipment or cellphones,
9 laptops that that employee may have been using?

10 A You know, there's little that we can do
11 with most of the folks, other than when they ask to
12 be laid off, we provide them a layoff letter, and
13 part of the requirement of getting that termination
14 letter is that they return company properties. And
15 the only value, I guess, to the layoff letter is
16 that they need that to file for unemployment. So
17 there's limited anything that you can do to do that.

18 And I think some of them feel that
19 potentially any of the -- you know, anything that
20 they keep would offset the money that we would owe
21 them from back salaries. Once again, I don't know
22 the status of equipment from all of the people. I

1 should have said that to begin with, I guess.

2 Q Is SPG currently in possession of the
3 laptop that Mr. Ehlert was using in his role as
4 comptroller of SPG?

5 A I do not know that we are. We were told
6 that we would have it. I'm not sure that we have
7 received it.

8 Q Who would know whether it's been received?

9 A Dr. Tolley would, you know, I believe know
10 that information.

11 Q And why do you believe he would know it
12 rather or, you know, in place of you knowing it, for
13 example?

14 A Anything -- generally, I don't get
15 involved in that part of our business. And the
16 personnel and HR thing, that part of it is not the
17 level I'm involved in.

18 Q Other than Mr. Ehlert, is there anyone
19 either currently employed at SPG or formerly
20 employed at SPG that was -- that played any role in
21 SPG's accounting?

22 A No.

1 Q Does SPG have up-to-date contact
2 information for Mr. Ehlert?

3 A I'm sure we do. I'm sure we do.

4 Q Do you have that information as we sit
5 here today?

6 A I do not.

7 Q Did SPG ever employ an individual by the
8 name of Jim Merkle?

9 A Yes.

10 Q Is Mr. Merkle still employed by SPG?

11 A No, he's not.

12 Q When Mr. Merkle was employed by SPG, what
13 was his title?

14 A Contracts manager, I think. At that -- I
15 believe that's it. I could be wrong. So maybe I
16 should say, I don't know.

17 Q What were Mr. Ehlert's responsibilities as
18 comptroller of SPG?

19 A He basically handled receivables and
20 payables and interfaced with the accounting service
21 that we employed or we subscribed to.

22 Q What is the name of that accounting

1 service?

2 A The product is called CorePro. I think
3 that is the name of the company as well. I don't
4 know that for certain.

5 Q What was or is your understanding of the
6 services that CorePro was providing SPG?

7 A Dan would provide them with invoices and
8 payables, bank records, credit card accounts, all of
9 the elements that would prescribe to a business'
10 receivables and payables. All of the elements that
11 would move to a balance sheet.

12 Q Was CorePro maintaining a spreadsheet of
13 some sort with this information that you just
14 described?

15 A They provided the books and the chart of
16 accounts, those types of things, yes.

17 Q Is SPG still employing the services of
18 CorePro?

19 A No. Once again, they terminated us as of
20 a couple of months ago. I don't know the exact
21 dates, but they terminated service for nonpayment.

22 Q Is there currently any employee of SPG

1 who's taken on the responsibilities and kind of
2 tasks that CorePro was providing since CorePro
3 terminated its services with SPG?

4 A As best we can, Dan has tried to pull
5 information that Mr. Ehlert had and at this point
6 either tried to get a -- what I asked CorePro for is
7 to provide us a summary of what they had when they
8 had ended services so that we could move that into a
9 parochial accounting system and try to keep track of
10 those things ourselves either through QuickBooks or
11 just other standard accounting procedures. But that
12 has not -- we are doing our best to try to get those
13 items together so we can get a clearer look at that.

14 Q When was the last time that SPG was using
15 the services of CorePro?

16 A They started to slow down a number of the
17 services, I would say, last September, October.
18 They had a grading scale of services that they would
19 provide. We were able to get them to do some work
20 through that period, but they stopped all services a
21 couple of months ago. So full services they would
22 have stopped, I would say, the end of last year in

1 general. I have not gotten a P&L from them or been
2 able to, you know, do any summary of the books since
3 the first of the year.

4 Q Okay. So that was going to be kind of the
5 follow-up question. Does SPG have any access to any
6 of the information or documents that it either
7 submitted to CorePro or that CorePro -- that CorePro
8 was kind of keeping for it or providing for SPG when
9 services were still in tact?

10 A Ms. Baakman, I'm sorry. I couldn't
11 understand that question. Could you repeat it?

12 Q Yeah, absolutely. Does SPG still have
13 access to any of the documentation that was
14 submitted to CorePro?

15 A We have copies, I believe, but the
16 majority of things that were sent to them had been
17 sent back to us. I don't know if Dan kept copies of
18 everything that he sent away. I would hope that he
19 did, but I don't know that.

20 Q Does SPG have any formal document
21 retention policy?

22 A No.

1 Q How about an informal document retention
2 policy?

3 A Just other than good practice, I don't
4 think we have a formal -- any type of a formal
5 policy on that at all. I don't know that I've ever
6 in any of the companies I've been involved with had
7 a document retention policy being small companies.
8 Once again, the answer should have been no.

9 Q Does SPG have a document management system
10 of any kind?

11 A No.

12 Q So are documents that SPG keeps in the
13 course of its business in paper form, in electronic
14 form, in some other form?

15 A In that area, yes. I think that, you
16 know, generally, contracts, those types of things,
17 would be one of the things that Mr. Demasi and his
18 people that he had working for him would keep, make
19 certain that those documents were kept somewhere. I
20 think, you know, that possibly Mr. Merkle --
21 Mr. Merkle would have anything that had to do with a
22 government contract or whatever. He would have

1 maintained those. In that regard, I'm sure that
2 they had a methodology of maintaining those
3 documents. Obviously, whenever I would ask for
4 something from someone, they would come up with it,
5 so, you know, they must. I don't know that, once
6 again, that was a formal policy as much as an
7 executive's policy of how they maintain records to
8 be able to provide them when management needed them.

9 Q Is there some type of shared folder or
10 drive that all SPG employees have access to, for
11 example, share/store electronic documents?

12 A Yes.

13 Q And can you describe that to me, where
14 that is, if all SPG employees have access to it.

15 A I believe, once again, since whenever I
16 need anything I have to ask somebody to get it for
17 me, they go to the shared drive and I believe there
18 are permissions inside that site for certain people
19 having access to specific levels of documents. As I
20 said, you know, people provide that documentation
21 and retrieve it as I need it. So I guess there is a
22 formal document retrieval. I don't know. That's

1 not my strong suit. I'm sorry.

2 Q Does SPG have internal IT personnel?

3 A We do or did.

4 Q So currently does SPG have any internal IT
5 personnel?

6 A It was my understanding that he was
7 planning to leave. I don't know if that has
8 actually happened.

9 Q What is that person's name?

10 A That would be John Elliott.

11 Q When did Mr. Elliott's employment with SPG
12 begin?

13 A Oh, probably two years ago, maybe three
14 years ago.

15 Q Any other individuals that SPG employed at
16 any point that were internal IT personnel?

17 A No.

18 Q Does SPG use any external vendors for IT
19 support or anything related to IT?

20 A No.

21 Q Is SPG in possession of Mr. Merkle's
22 laptop?

1 A I don't know the answer to that.

2 Q Was Mr. Merkle an individual that was
3 provided an SPG cellphone?

4 A I'm sorry. I don't know the answer to
5 that.

6 Q Who would be the person who would know the
7 answer to those questions?

8 A Dr. Tolley.

9 Q Is Mr. Demasi still an employee of SPG?

10 A You know, I don't know. He was going
11 to -- once again, he tried to stay as long as he has
12 been able to. I don't know if he has asked to have
13 a layoff letter or not. I know he was close to
14 doing that. We are still in contact with him. He
15 has moved out of state, and, you know, certainly
16 with most of the stuff that he could do, he would be
17 able to work remotely for us. He's a valued
18 individual of the company.

19 Q What were or are, depending on
20 Mr. Demasi's status, his role, his responsibilities?

21 A Well, Tony was with us since the formation
22 of the company and he likes -- let me use his term

1 is that he's chief gopher. As the vice president in
2 the organization, he's certainly much more valuable
3 than a gopher. But he basically would take on
4 responsibilities that the company had or take on
5 whatever needs we had for him at the time. He
6 primarily made certain that our insurances were up
7 to date, you know, kind of would -- he would
8 interface with our HR people and basically be a
9 sounding board for employees. Wonderful man.

10 Q What are Mr. Mann's responsibilities as
11 executive VP?

12 A As we work with our subcompanies, he
13 provides input from his experiences and areas when
14 we need that. But primarily he operates as the CEO
15 of GlobalFlyte organization and he's done a -- he's
16 very busy in that particular project.

17 Q What is the business purpose of
18 GlobalFlyte?

19 A GlobalFlyte is an applicative service. I
20 forget what you call it. SAS, I think, and it is --
21 the product that they have is AWARE. AWARE works
22 with primarily emergency management organizations to

1 coordinate responses and communications more
2 efficiently. And he's actively engaged and seen at
3 that project.

4 Q Is that project at a point where it is
5 profitable?

6 A It is not profitable at this point. It is
7 at the point where it is looking for investment.
8 You know, there's -- they have had a certain amount,
9 very minimal amount, of grant money to work with.
10 We have been able -- once again, there's a good deal
11 of software. Software as a service was the term I
12 was looking for. But that software has been largely
13 developed and isn't profitable at this point, and
14 they're endeavoring to pull revenue. But they are
15 not profitable at this point.

16 Q What is the business purpose of CoreSyte?

17 A CoreSyte is a sweat-monitoring system and
18 hydration-monitoring product. It basically has
19 receptors that goes -- it goes on a person's skin.
20 There's noninvasive receptors to be able to measure
21 the amount of hydration that an individual is
22 dealing with. Its primary role right now is in the

1 health market, exercise, athletic teams, race car
2 drivers, that type of thing, and it provides them
3 status as to their hydration.

4 Q Is CoreSyte at a point of development that
5 it is profitable?

6 A It is not profitable yet. It's still in
7 development.

8 Q What is the business purpose of Vyrtx?

9 A Vyrtx is a process management system for
10 the movement, tracking, and conditioning of
11 transplant organs and tissue.

12 Q And is Vyrtx at a point in development
13 where it is profitable?

14 A It is not.

15 (Whereupon, pages 46 through 51 were
16 marked confidential and proprietary and
17 attached under separate cover.)

18 * * * * *

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22

1 BY MS. BAAKMAN:

2 Q Then with regards to SAYS, was that one of
3 the subcompanies?

4 A S.A. Wyze, yes.

5 Q S.A. Wyze. What is the business purpose
6 of S.A. Wyze?

7 A S.A. Wyze is similar to CoreSyte, other
8 than its major business focus is in the healthcare
9 industry dealing with issues of depression,
10 postpartum depression, other areas that there seems
11 to be a lot of women's health type of things and
12 developing a -- you know, the same type of a
13 monitoring system so that medications can be, you
14 know, tailored to certain areas, as well as just the
15 feedback of, you know, certain circumstances in a
16 particular time. Similar -- dealing through sweat
17 sensing, so similar to CoreSyte other than a
18 different application.

19 Q Is that at a point in development that it
20 is profitable?

21 A No.

22 Q Any other subcompanies that I missed that

1 are for-profit that you had mentioned earlier?

2 A I don't believe so. CoreSyte, S.A. Wyze,
3 Branch Botanicals, Vyrtx, and AWARE of GlobalFlyte.

4 Q Did SPG at some point employ an individual
5 by the name of Timothy Shaw?

6 A Yes.

7 Q Okay. Is Mr. Shaw still an employee of
8 SPG?

9 A Yes, he is, I believe.

10 Q Okay. What is Mr. Shaw's title?

11 A He is operating as president of
12 GlobalFlyte, and he was the manager of the Dayton
13 office.

14 Q Do you anticipate that Mr. Shaw will
15 resume his role of manager of an Ohio office once
16 one is opened again?

17 A I would hope that he would, yeah.

18 Q Did SPG ever employ an individual by the
19 name of Mark Poehl?

20 A Yes.

21 Q Is Mr. Poehl still an employee of SPG?

22 A As far as I know, yes.

1 Q What is Mr. Poehl's title?

2 A I don't know, quite frankly.

3 Q Do you know his responsibilities?

4 A He was working on the Air Force contract
5 with Mr. Shaw and Mr. Wall at SPGI.

6 Q Mr. Wall, are you referring to Ken Wall?

7 A I am.

8 Q Is Mr. Wall a current employee of SPG?

9 A I believe so, yes.

10 Q What is his title?

11 A I can't tell you. I don't know.

12 Q What is -- what responsibilities does
13 Mr. Wall currently have?

14 A Continuing to, you know, work through the
15 process with SPGI and the Air Force contract.

16 Q Does Mr. Wall also work in some capacity
17 on behalf of GlobalFlyte?

18 A Not that I'm aware of. You know, once
19 again, with the company as a whole, when things need
20 to be done, people will perform whatever functions
21 that they need to. So I'm not aware that he's -- he
22 could be. He could be. It wouldn't be out of the

1 realm of possibility.

2 Q Does SPG currently employ an individual by
3 the name of Marcia Gross?

4 A I believe so. I can't tell you whether
5 she is still an employee or not.

6 Q Assuming Ms. Gross is still an employee of
7 SPG, what are her responsibilities?

8 A You know, I don't know what that is. I
9 believe she was -- I believe she was in accounting
10 for Mr. Wall. I have not had the pleasure to ever
11 meet Ms. Gross.

12 Q Did you play any role in gathering
13 documents and information for the purpose of making
14 a document production in connection with this
15 litigation?

16 A I'm not certain of what the terms are.
17 The interrogatories, is that a correct term? You
18 asked for information, is that correct?

19 Q So interrogatories are written questions
20 or they can written statements that kind of seek
21 information through the discovery process. Request
22 for production of documents are exactly what they

1 sound like, written requests for various documents
2 and things to be produced. My office provided both
3 interrogatories and request for production of
4 documents directed to SPGI, SPG, and Dr. Tolley.
5 What I am seeking is information on what role you
6 played, if any, in preparing responses to that
7 written discovery?

8 A I played a minor role. When -- basically
9 Dan took those, looked at them. He was more
10 familiar with the operation of SPGI than I. He
11 would ask me a question as to my recollection of
12 anything. I would provide that. Dan is a very
13 meticulous person and had most of the information.
14 You know, as far as answering the questions are
15 concerned, asking for documents and so forth, Dan
16 and whoever he has working with him on that have
17 been able to provide most of the other information
18 to you. I know that he had asked to have -- I think
19 they got emails and so forth that were relevant.
20 The one thing that I know that they did ask for that
21 we're in the process of having done now is there
22 were text messages from my phone relative to

1 Mr. Trip, and we're in the process of compiling
2 those at this point.

3 Q Are you aware of what was done to gather
4 the documents responsive to RBR's request for
5 production? For example, do you know what search
6 terms, if any, were used to search emails that may
7 have been responsive to RBR's request for production
8 of documents?

9 A No.

10 Q If you don't know, who would know?

11 A Dr. Tolley would know.

12 Q What was done, if anything, to search the
13 shared drive that we discussed earlier for documents
14 that may be responsive to RBR's request for
15 production?

16 A I don't know the answer to that.

17 Q Who would know, if you don't?

18 A Dr. Tolley or someone that he had tasked
19 to do that. Once again, I guess I've been saying
20 Dr. Tolley. You know, obviously he's had to do most
21 of this with our lack of, you know, assistance, and
22 he's worked his tail off to provide as much

1 information as he could in a timely fashion.

2 Q Are you aware of anything that was done to
3 search cellphones of either current or former
4 employees for any text messages that may be
5 responsive to RBR's request for production of
6 documents?

7 A The only thing that I would know of that
8 is the request that I've had to have text messages
9 from my phone, you know, made available to you.

10 Q The text messages that you were asked to
11 either provide or to be made available, were those
12 text messages solely between you and Scott Trip?

13 A Yes.

14 Q Okay. Who provided that directive to you?

15 A I guess I'm assuming I was told that that
16 needed to be done, and, frankly, I'm not certain if
17 it was Dan that told me that or possibly someone
18 else. But, you know, frankly, I don't know.

19 Q Are you aware of anyone besides Dr. Tolley
20 who is working on gathering the information and
21 documents responsive to RBR's request for production
22 of documents?

1 A He has been -- I think he's had several of
2 our people, you know, that have been able to come in
3 and help gather some of that information. I don't
4 know if possibly Mr. Ehlert was trying to gather
5 information that he'd had, his messages. He took
6 another job, but I know at one point he said, Look,
7 I'm too tied up to help do that. But I think then
8 he did provide some information, and there's --
9 beyond that, I don't know. I know Dan's children
10 have come to help, you know, try to pull documents
11 and sort documents and so forth. So there's been
12 any number of people that have been working on that,
13 but I don't know the extent of who they are.

14 Q Do you know if Mr. Elliott is assisting
15 Dr. Tolley with gathering the documents?

16 A I think that's yes. Put it this way, I'm
17 assuming that that's yes. I haven't seen him here
18 doing that.

19 Q And you're assuming that because of
20 Mr. Elliott's role as an IT person or for some other
21 reason?

22 A His role as an IT person.

1 Q Okay. Are you aware of any search of
2 paper documents that is being done or was done in
3 anticipation of making a document production in
4 connection with this litigation?

5 A I'm not aware of it.

6 Q Are there -- does SPG keep paper files in
7 the course of its business?

8 A As a company, I believe that accounting
9 kept some paper files. Individuals, as it pertained
10 to their jobs, maintained some paper files. As far
11 as everything coming to a central repository that
12 the company had direct control of that everybody had
13 to, you know, move into, I'm not aware that that has
14 occurred at all. It wasn't something that I would
15 know whether we have or not. I don't think that we
16 do.

17 Q Does SPG use a service for the purpose of
18 keeping track of employees' arrival time, departure
19 time, work that may be done during the workday?

20 A Yes. It is a -- that was part of our
21 CorePro system. Once again, there wasn't a time
22 clock to punch in when you came in and when you went

1 out, but it electronically kept track of all of the
2 time cards.

3 Q In light of SPG no longer using the
4 services of CorePro, how is that information
5 currently being either stored or collected?

6 A I think that is simply being stored by
7 Excel at this point.

8 Q Did SPG provide employees of its own for
9 the purpose of performing work on behalf of SPGI?

10 MS. DICKERSON: I'm sorry. I didn't
11 understand that question.

12 BY MS. BAAKMAN:

13 Q Okay. No problem. Did SPG employees ever
14 conduct any business on behalf of SPGI?

15 A SPG employees staffed SPGI and conducted
16 regular business that needed to be done on SPGI's
17 behalf.

18 Q How would SPG keep track of the time its
19 employees were performing services on behalf of
20 SPGI?

21 A It was part of their job description, and
22 as they put their hours into their supervisors,

1 their supervisors then would be, you know, under
2 SPGI and it would go into CorePro as, you know, they
3 would put the project they were working on and what
4 time they were dedicating to that.

5 Q So CorePro was the system that was being
6 used ultimately to house that type of information?

7 A That's correct.

8 Q Do you and Dr. Tolley keep track of the
9 time that you work on the various subprojects of
10 SPG?

11 A You know, I don't believe we segment our
12 time, as I think we consider that to be overhead.
13 The answer should be no, I guess.

14 Q Do you receive a salary from SPG?

15 A Technically.

16 Q And when you say "technically," is that
17 because you currently are not receiving a salary?

18 A I forgot what a salary looked like. Yes,
19 I do not receive salary currently.

20 Q At some point were you receiving a salary
21 from SPG?

22 A Yes, I was.

1 Q And what was that salary, whether it's
2 annually or monthly, whatever is easier for you to
3 tell me?

4 A Around 360,000.

5 MS. DICKERSON: And just for clarity, I
6 believe the witness intends that to mean 360,000
7 annually as opposed to monthly.

8 BY MS. BAAKMAN:

9 Q That was my assumption. Thank you for
10 clarifying that.

11 Are you aware of either Dr. Tolley or
12 anyone on behalf of SPG collecting bank statements
13 for the purposes of producing them in connection
14 with this litigation?

15 A I'm not aware of that.

16 Q Does SPG use a banking institution of any
17 kind?

18 A Certainly.

19 Q I'm sorry? I didn't hear you.

20 A Yes.

21 Q What is the name of that institution or
22 institutions?

1 A United Bank.

2 Q Does SPGI currently use any banking
3 institution?

4 A Yes.

5 Q What is the name or names of that
6 institution?

7 A United Bank.

8 Q How many banking accounts does SPG have at
9 United Bank?

10 A SPG or SPGI, I don't know if there are
11 sub-accounts or how they're separated out. I
12 thought there were just two accounts. I was told
13 that SPG has one account and then SPGI has three
14 accounts. And that's --

15 Q Who told you that information?

16 A Dan Ehlert had told Dr. Tolley and
17 Dr. Tolley told me.

18 Q In what context did that information get
19 shared with you?

20 A Just on the extent that it was -- you
21 know, that I had made the comment to Dr. Tolley, you
22 know, that we had the two United Bank accounts and

1 so forth, and he said, well, actually, we have more
2 than that, you know, for a procedural process.

3 Q Does SPG receive bank statements from
4 United Bank?

5 A Electronically we have them available. We
6 do not receive paper. Well, I don't know. We may.
7 I shouldn't say that. I don't know. I would assume
8 paper or electronic, obviously, they would. I don't
9 know if we receive one, the other, or both.

10 Q Who has access to SPG's account at United
11 Bank?

12 A I do and Dr. Tolley does and Dan Ehlert
13 did.

14 Q Who has access to SPGI's three accounts at
15 United Bank?

16 A Dr. Tolley, myself, and Mr. Ehlert.

17 Q Is that -- are those the same individuals
18 who had access to those accounts in and around
19 August of 2020?

20 A Yes.

21 Q Are there any other people who had access
22 to SPGI's account and -- SPGI's three accounts at

1 United Bank in and around August of 2020?

2 A That I don't know.

3 Q Who would know that?

4 A United Bank, but possibly Dr. Tolley. I
5 don't think there was anyone else that had access to
6 it, but for whatever reason I don't know that for
7 certain.

8 Q Was anyone responsible for reviewing
9 monthly statements, whether they were received
10 electronically or in paper form, for the purpose of
11 verifying the accuracy of those statements?

12 A That would be the comptroller, Mr. Ehlert.

13 Q Do you know if Mr. Ehlert did, in fact, do
14 that in and around 2020 to 2021 prior to his
15 employment ending?

16 A You know, in his role as comptroller, he
17 would review those past -- the other person that
18 would have -- and I don't know how they would have
19 that. It would have been CorePro because they would
20 have had those statements, once again, to do
21 reconciliation with.

22 Q Are those monthly statements that we've

1 been discussing stored electronically somewhere
2 within SPG's shared drive?

3 A I don't know.

4 Q Does SPG or SPGI have an online user
5 account for their respective banking accounts at
6 United Bank?

7 A Yes.

8 Q Are the individuals that have access to
9 that yourself, Dr. Tolley, and formerly Mr. Ehlert?

10 A That's correct.

11 Q Anyone else?

12 A Not that I know of.

13 Ms. Baakman?

14 Q Yes.

15 A I'm sorry, but I need to take a shot.
16 Okay?

17 Q I was going to suggest we take a break
18 shortly. So 10, 15 minutes? What do you need,
19 Mr. Burns?

20 A No more than ten minutes.

21 MS. BAAKMAN: Okay. So why don't we take
22 a break for about ten minutes.

1 THE WITNESS: Okay.

2 MS. DICKERSON: All right.

3 (Brief pause.)

4 BY MS. BAAKMAN:

5 Q Mr. Burns, I want to start to talk about
6 the contract with the Air Force that we've been kind
7 of referring to earlier in the deposition testimony.
8 Did you play any role in securing SPGI's contract
9 with the Air Force?

10 A No.

11 Q Who was responsible for securing the
12 contract?

13 A It was a -- they responded to a, I don't
14 know, offering. I believe it was -- the team that
15 was involved was Mr. Shaw and possibly Mr. Mann.

16 Q Did Dr. Tolley play any role in securing
17 the contract?

18 A Possibly on a consultive situation on
19 technical components. You know, obviously, their
20 part of it would be some financial things that we
21 would have had to agree to, and in that regard, I
22 would have been consulted on that. But I don't

1 recall specifically what that was about.

2 Q Who was SPGI's point of contact at the Air
3 Force for this contract?

4 A Early on it was Mr. Shaw, and I think that
5 transitioned to Mr. Wall.

6 Q Who were those individuals communicating
7 with at the government?

8 A You know, I've never met any of the people
9 representing the government. I've seen names.
10 Mr. Schumacher possibly, Shoemaker, Schumacher,
11 something such as that, I think, was a point of
12 contact. Beyond that, I don't know.

13 Q Is the individual you're referring to,
14 Mr. Schumacher, is that Corey Schumacher?

15 A That sounds correct, yes.

16 Q How about an individual by the name of
17 Marina Schemmel?

18 A I'm not familiar with that name.

19 Q Can you explain to me the process by which
20 SPGI was to receive funds from the government under
21 this contract?

22 A I am not at all familiar with the entire

1 internal process of the contract at all.

2 Q Okay. So I want to understand your answer
3 to that question a little bit better. Do you have
4 no knowledge whatsoever or do you just have a
5 limited knowledge?

6 A I know that we submit invoices that come
7 in and we submit, and then we're -- we pay those.
8 We receive funds from the Air Force to pay those
9 with and then we go from there. But I -- yeah, so I
10 guess it would be limited knowledge possibly.

11 Q Okay. So I --

12 A On a day-to-day basis, I do nothing with
13 that and have done nothing with it.

14 Q Okay. And I understand that. Part of --
15 part of the reason I'm asking it to you is,
16 Mr. Burns, you are here testifying on behalf of the
17 corporate entities today, not just your personal
18 knowledge. So, you know, I want to understand
19 before I kind go into the substance of my questions
20 about this, what exactly did you do today to prepare
21 for the deposition? Or not just today. I should
22 say, what did you do at all to prepare for the

1 deposition that we're having today?

2 A In general, looked at the questions
3 that -- briefly looked at the questions that were
4 proposed and how they've been answered and take a
5 look through it. Unfortunately, it was very
6 briefly.

7 Q And when you say the answers that -- or,
8 I'm sorry, the questions that were posed, are you
9 referring to the written discovery requests or
10 something else?

11 A Yes, it would be the written discovery
12 requests.

13 Q Did you review the Complaint?

14 A I had reviewed the Complaint previously,
15 yes.

16 Q How about the answers filed by SPGI and
17 SPG to the Complaint?

18 A I had. We discussed when we were -- when
19 we were providing those, we discussed those at the
20 time, and they were filed after that.

21 Q Did you review them specifically for the
22 deposition today or had you reviewed them, you know,

1 a while ago when they were first filed?

2 A We had reviewed -- I'm sorry for talking
3 over you. I had reviewed those previously.

4 Q Did you review any of the documents that
5 were produced by either SPGI or SPG in connection
6 with this litigation?

7 A To a limited extent, yes.

8 Q So which documents did you review?

9 A Generally, just the things that were going
10 to be provided, you know, based on the questions
11 that you had.

12 Q So, again, just so I understand, those
13 documents you reviewed were done prior to their
14 production and not in preparation for today?

15 A I would not say that it was prior to their
16 production. You had produced -- you had asked the
17 questions, submitted them to us. Dan and his group
18 answered those or tried to answer those as clearly
19 as they could. I briefly looked over it to make
20 certain that there was not anything that was
21 glaringly that I had or that was glaringly being
22 omitted and they looked reasonable to me and we went

1 ahead then and submitted them.

2 Q Did you review any invoices that RBR-
3 Technology submitted to SPGI in preparation for your
4 deposition today?

5 A Yes.

6 Q Did you review any bank statements in
7 preparation for your deposition today?

8 A No, I did not.

9 Q Did you review the subaward with RBR in
10 preparation for today?

11 A I had reviewed that previously.

12 Q And did you review SPGI's contract with
13 the Air Force in preparation for today?

14 A I had reviewed that a long time ago.

15 Q Did you review any email correspondence
16 sent by SPGI employees that explain a process by
17 which money was to be received by SPGI from the
18 government under its contract with the Air Force?

19 A I'm familiar somewhat with the process,
20 yes.

21 Q Okay. And what is that knowledge based
22 off of?

1 A It was just based off of briefings that I
2 had had on a tangential basis just requesting how
3 are things going, where are we at, and then, you
4 know, at that point getting feedback from the folks.

5 Q Who at SPGI was responsible for knowing
6 the process by which SPGI was to receive money from
7 the government under this contract?

8 A I think that would have been Mr. Ehlert
9 and probably Mr. Shaw.

10 Q Did you speak with either Mr. Ehlert or
11 Mr. Shaw to get a better understanding of that
12 process in preparation for today?

13 A No.

14 Q I'm sorry. What was the answer?

15 A No.

16 Q It's my understanding that documentation
17 and communication with the Air Force under SPGI's
18 contract was conducted/submitted through Wide Area
19 Workflow. Are you familiar with that?

20 A I am familiar with Wide Area Workflow,
21 yes.

22 Q What is your understanding of -- well, is

1 it your understanding that SPGI was using Wide Area
2 Workflow in connection with its contract with the
3 Air Force?

4 A I believe that's yes.

5 Q What is your understanding of what Wide
6 Area Workflow is?

7 A That generally it is the normal workflow
8 which invoices are submitted, reviewed, approved,
9 and paid through.

10 Q Did you review any of the documentation
11 that SPGI submitted through Wide Area Workflow in
12 connection with this contract in preparation for
13 today?

14 A No.

15 Q Do you have access to Wide Area Workflow?

16 A I do not.

17 Q Who at SPGI or SPG has access to Wide Area
18 Workflow?

19 A I believe that was Mr. Ehlert and possibly
20 Mr. Merkle. But I think Mr. Ehlert.

21 Q So there are no current employees at SPGI
22 or SPG that have access to Wide Area Workflow at

1 this time?

2 A That is my understanding. I think that
3 there is a process with the government to go in and
4 change, you know, who that contact person is, and I
5 don't know if that has been done yet or not.

6 Mr. Shaw may have taken care of that for us. But,
7 actually, it wouldn't have been Mr. Shaw. It
8 probably would have been Mr. Wall, if it was done.
9 You know, Mr. Shaw would have been out of that part
10 by then with his duties with GlobalFlyte. So
11 Mr. Wall may have had support people with him that
12 could handle that, and I can't say whether they had
13 access to Wide Area Workflow or not. I think that
14 it was Mr. Ehlert.

15 Q What was done, if anything, to gather and
16 collect documents that were responsive to RBR's
17 request for production that were stored on the Wide
18 Area Workflow?

19 A That I don't know.

20 Q Who would know that?

21 A Well, since Dr. Tolley was gathering
22 information, if there is information that's been

1 gathered from that, it would have been probably from
2 him.

3 Q Are you aware of whether Mr. Ehlert prior
4 to ceasing employment with SPG did anything to
5 retrieve the documents from Wide Area Workflow that
6 may have been responsive to RBR's request for
7 production?

8 A I would have no knowledge of that.

9 Q Would there be somewhere for Mr. Ehlert to
10 have electronically stored those documents should he
11 have gathered them prior to the end of his
12 employment with SPG?

13 A I would think that he would have. Once
14 again, I am not that familiar with Wide Area
15 Workflow. My guess is there is -- when you are in
16 that that there are records that they allow you to
17 keep. I don't know that, but just from other
18 systems, that would be my assumption. And if that
19 had happened, my guess is that Mr. Ehlert would have
20 stored those on his computer or possibly on Wide
21 Area Workflow or possibly on our accounting system.

22 Q And the accounting system that you just

1 made reference to, is that CorePro or something
2 else?

3 A That's CorePro.

4 Q Did you review any communications from
5 SPGI or SPG individuals to anyone at RBR in
6 preparation for the deposition today?

7 A No.

8 Q Did you speak to anyone to either gather
9 additional information or just in general to prepare
10 for the deposition today?

11 A No. Well, you know, I guess we wanted to
12 look at the information that had been submitted
13 before, but, in general, I took a light look of what
14 was provided and it looked reasonable to me.

15 Q And when you say "we," are you referring
16 to another individual that you may have met with?

17 A I'm sorry. I was interrupting you. I
18 apologize. Could you repeat that, please.

19 Q So you said that "we" wanted to look at
20 the information. Was there someone else that you
21 were doing this with, whether that was Dr. Tolley or
22 another individual?

1 A No, I just -- as far as the company was
2 concerned, I thought I should take a brief look at
3 it. And when I said "we," I'm referring to we as
4 the company.

5 Q I'm not asking for any of the substance of
6 any conversations that you may have had with
7 counsel, but did you meet with counsel to prepare
8 for the deposition today?

9 A Yes.

10 Q When was that meeting?

11 A Oh, yesterday. Possibly the day before
12 yesterday.

13 Q Did you review any communications you may
14 have had with any investors or potential investors
15 in preparation for the deposition today?

16 A I wasn't very -- I have reviewed and been
17 working with daily our investment portfolio and
18 process.

19 Q So I want to go back to some questions
20 about the Wide Area Workflow. You indicated that
21 there were some documentation that had to get --
22 that you believe were submitted there. I believe

1 you said "invoices." Are you aware of any other
2 documentation that was exchanged via the Wide Area
3 Workflow other than invoices?

4 A No, I'm not. To be honest with you, my
5 familiarization for Wide Area Workflow was from a
6 previous time and really had nothing to do with this
7 contract at all. When I was told that, once again,
8 we would be working through that process as far as
9 the contract was concerned, I said, okay, well,
10 we've done that before. And I understand that the
11 way we had done that before was to submit invoices,
12 the Air Force would review them, they'd check them
13 off, and then they would send payment. So that's
14 the only knowledge I have on the Wide Area Workflow.

15 Q The invoices that were being submitted
16 through Wide Area Workflow, was that for work that
17 had already been performed or work that was to be
18 performed in the future?

19 A That I don't know.

20 Q Was there any documentation other than
21 invoices that were required to be submitted with the
22 invoices in order for SPGI to receive money from the

1 government?

2 A I just really don't know that answer. I
3 have some guesses, but I don't -- I don't know that
4 they're correct.

5 Q Okay. So I don't want you to guess. You
6 indicated that you have used -- that you're familiar
7 with Wide Area Workflow from prior experiences with
8 it, not necessarily on this particular project. So
9 I'm going to ask you, based off of your prior
10 experiences with Wide Area Workflow, were there
11 other documentation that generally was submitted
12 with the invoices prior to kind of funds being
13 dispersed?

14 A In what we had done previously, it was
15 for -- we would submit for work that was done in
16 relation to research that we were doing, and there
17 were benchmarks that, you know, we would move to.
18 Then we would submit an invoice as to completion of
19 that benchmark, which the project manager and then
20 the contract manager and it seems like eight other
21 managers would sign off on, and then we would be
22 paid. That is probably not a direct correlation

1 with the billing and payment process in SP -- under
2 the contract under SPGI.

3 Q In your prior experience using Wide Area
4 Workflow, was there any type of certification that
5 had to be submitted with the invoices that required
6 that the funds that were being dispersed be used
7 solely in connection with whatever contract was at
8 issue?

9 A No.

10 Q You're not aware if a certification to
11 that effect was required under SPGI's contract with
12 the Air Force that we're talking about today?

13 A That I don't know.

14 Q And who would know the answer to that?

15 A Possibly Mr. Ehlert.

16 Q Was Mr. Ehlert the individual that was
17 responsible for submitting whatever documentation
18 was required to the government in order for SPGI to
19 receive payment?

20 A I don't know. I'm sorry I'm not being
21 very helpful, but I don't know the flow of that
22 paperwork or process.

1 Q What current SPG employee would know that?

2 A I presume Dr. Tolley would know that. He
3 was working on that part of the project since we
4 don't have anybody else to do it.

5 Q Was Dr. Tolley involved in that process
6 prior to Mr. Ehlert's resignation from -- or I
7 shouldn't say resignation. Prior to Mr. Ehlert
8 ceasing his employment with SPG?

9 A He would be tangentially involved in that,
10 I assume, prior to that. As far as the process is
11 concerned, yes.

12 Q What was the manner in which the
13 government actually dispersed funds to SPGI?

14 A I believe we received them by a wire.

15 Q What bank account would that money be
16 wired into?

17 A That would have been wired into the United
18 Bank ARCNet account.

19 Q So earlier we talked about the fact that
20 SPG had one bank account at United Bank and that
21 SPGI had three different accounts. You made
22 reference to an ARCNet account. Is that something

1 separate from the accounts we've already discussed
2 or one of the accounts?

3 A That is one of the accounts.

4 Q Okay. Which account is that?

5 A It's the United Bank ARCNet account.

6 Q And does that -- is that one of the three
7 accounts that SPGI had at or has at United Bank?

8 A Yes.

9 Q What are the names of the other two
10 accounts that SPGI has at United Bank?

11 A The -- I don't know the names specifically
12 of them. One was an overhead account that money
13 would go into to pay various SPGI administrative
14 bills, and beyond that, I don't know.

15 Q So the overhead account was separate from
16 the ARCNet account that you referred to earlier?

17 A Yes.

18 Q Okay. And then you're not aware of what
19 the other third account was being used for?

20 A I don't know what -- I don't know just
21 what the breakdown of that is, no.

22 Q So once the money was received into the

1 ARCNet SPGI account, what would happen with the
2 money?

3 A That was a -- the one account was what was
4 called a SWIFT account. Okay? So that, you know,
5 it was a large sum of money and it would go into the
6 SWIFT account so that it would have bank guarantees
7 or whatever to it. And as bills came to be paid,
8 they would be paid from that ARCNet account, and
9 those are bills to contractors or vendors underneath
10 the contract award.

11 Q Would the money just sit in that account,
12 in the ARCNet account, until invoices for various
13 other recipients were received and ultimately paid?

14 A I presume, yes.

15 Q And the ARCNet account that we're
16 referring to, is that the account that RBR would
17 have been paid from?

18 A I don't know if it would be paid directly
19 from that account or one of the other two accounts,
20 but that is funding that would have went towards the
21 payment to RBR.

22 Q Is there funding from other sources that

1 would have been used to pay RBR?

2 A Just that I believe the funding was to
3 come from the contract from that account, yes. So
4 no.

5 Q What was the process by which RBR would
6 submit invoices to SPGI to then ultimately receive
7 payment?

8 A That I don't know. I don't know what the,
9 you know, procedure or process in that regard was.
10 I -- once again, I could guess, but I don't know
11 specifically.

12 Q I don't want you to guess. Who at SPG
13 would know that information?

14 A At this point I think Dan would be the one
15 that would be aware of that.

16 Q Other individuals that I've deposed
17 have made reference to a point in time when an
18 approximately \$3,000 check bounced in connection
19 with this contract. Do you have any knowledge of
20 that?

21 A I have no knowledge of that.

22 Q Are you aware of any checks bouncing in

1 connection with this contract?

2 A I have no -- no, I have no awareness of
3 any checks bouncing in the contract.

4 Q When did you first become aware of the
5 fact that subrecipients were not receiving payment
6 under SPGI's contract with the Air Force?

7 A Well, that would have been at least
8 September, August/September time frame.

9 Q And that is of 2020 or some other year?

10 A 2020, yes.

11 Q How did you become aware of the fact that
12 subrecipients were not getting paid?

13 A At that point it was the ARCNet account.
14 At that point we did not have money left in that
15 ARCNet account to be able to transfer over to have
16 the payments that were due being paid.

17 Q And why was there not money in the ARCNet
18 account for payments to be made?

19 A Well, I guess to begin with, the ARCNet
20 account and the three accounts that were over there
21 are ones that I'm aware of now and had not been
22 aware of specifically that we did that Dr. -- or

1 Mr. Ehlert was the one that decided that there
2 should be three different accounts. Okay?
3 According to our practice is that we pool all of our
4 company's monies together and then we pay from -- we
5 pay invoices and so forth from that. By our
6 investment not coming in, there was not enough money
7 left in that pool to be able to continue payments.

8 Q So when you say that your practice was to
9 pool money for your different projects, are you
10 saying your practice was to, you know, pool money
11 from SPG, SPGI, GlobalFlyte, Branch Botanicals, the
12 various other projects we discussed and kind of use
13 the funds interchangeably for the various different
14 projects that SPGI was working on at that time?

15 A You know, that's not exactly correct, but
16 the reality is is that, once again, money that came
17 in to SPG from any of the companies would come to --
18 eventually come to SPG, and then we would pay --
19 we'd pay expenses from that.

20 Q So I want to make sure I understand it,
21 and you said that my recitation of what you said
22 wasn't correct. So explain to me how it is that the

1 ARCNet account did not have the money in it that was
2 to be used for payment of the subrecipients?

3 A I had directed that some of that money be
4 moved to SPG to be able to move that forward.

5 Q And when you say "to be able to move that
6 forward," what do you mean by that?

7 A To be able to continue process with SPG,
8 SPGI, and the carry-on functions of the whole
9 organization.

10 Q So you had direct -- you had authorized
11 money from the ARCNet account to be withdrawn to be
12 used for other SPG business?

13 A That's correct.

14 Q Did you have any concern about withdrawing
15 that money with regards to SPGI's ability to pay the
16 subrecipients?

17 A My concern generally had been, do we have
18 resources to be able to pay those in a timely
19 fashion, am I certain that those payments are going
20 to continue; and at that point I believe that we did
21 have that. And that once again, it was more of an
22 accounting procedure than, you know, something is in

1 the right drawer or the left drawer.

2 Q And what was your belief that you would
3 have the sufficient funds for that based off of?

4 A Commitments that we had in our investment
5 as to when dollars would flow, the amount of dollars
6 that would flow, and so forth.

7 Q And those are commitments to investment
8 that SPG had?

9 A That is correct.

10 Q And when was the first point -- at what
11 point did you direct that the funds from the ARCNet
12 account be moved out of there for purposes of
13 covering other SPG expenses?

14 A I don't know that exact date, but it would
15 be in the bank account records showing transfer.

16 Q Do you recall the amount of the transfer
17 or was it multiple transfers?

18 A It was several transfers.

19 Q Do you recall the time frame in and around
20 those transfers occurred? You know, for example,
21 spring of 2020?

22 A I don't remember. I don't recall that.

1 Q Okay. What was the total amount of money
2 that you had authorized or directed be moved from
3 that ARCNet account to other SPG accounts or to
4 cover other SPG expenses?

5 A I don't have that figure.

6 Q Can you estimate for me how much it is?

7 A I know that at this point we owe around
8 \$11 million outstanding, so my guess is that it's
9 somewhere in that range.

10 Q And that roughly \$11 million that we're
11 talking about, what was that money used for by SPG?

12 A Once again, you know, continued operations
13 of the organization.

14 Q So, for example, rent payments, payments
15 to cover people's salaries, things of that nature?

16 A Rent, salaries, insurance, you know, yes.

17 Q At what point did you first realize that
18 the investments that you had been kind of relying on
19 may not actually come to fruition or at least come
20 to fruition based on the timeline that you had
21 expected?

22 A To be fairly specific, we have had -- we

1 had several commitments for funding of different
2 amounts. Okay? As of February of 2020, the
3 investment to SPG was committed to for \$90 million:
4 \$25 million directly to SPG, \$25 million to our TCF
5 commercial fund, and \$25 million into our TCF
6 medical fund. An additional \$15 million of what's
7 called a sidecar investment into -- would follow on
8 into SPG and thrift down into the subcompanies. So
9 that was committed on February 11th.

10 Part of the conditions of receiving those
11 funds was that the advisory board from Pritt
12 Investments Partners would come in, inspect, visit,
13 look through the books, do that type of thing. And
14 once that then was done -- and they were coming in
15 from Malaysia. And once they came in to get that
16 done, then the funds would be wired within I think
17 it was five days, something like that. So we were
18 working on the visas to bring people in, and by the
19 time the paperwork got back and forth, the COVID
20 shutdown had started in March and they were denied
21 entry into the country.

22 The process with our investors -- Pritt

1 operates as an accumulator and placement office for
2 large-family office based out of Singapore,
3 Malaysia, that area. They're out of Dubai, but
4 their banking curve is there. Their primary -- they
5 are primarily real estate investors, and the costs
6 that they would have for real estate investment is
7 the individual inspection, inspecting physically the
8 project. And that's just been always part of their
9 process. Part of the money that Pritt was bringing
10 in for these investments were real estate, as well
11 as our non -- what they would call their
12 nontraditional funding or venture capital area, but
13 they carried the same process as they continue to do
14 today. That was interrupted because of COVID. We
15 continued down the line, you know, with that. It's
16 going to be April 15th, it's going to be March, you
17 know, May 1st. It's going to be whatever, and it
18 never did get opened. Okay?

19 I'm assuming that you want to know what
20 this process is of what we were going through. So
21 through this, Mr. Trip was able to negotiate with
22 the people that we don't know when this is going to

1 go up; can we do, you know, either a life-size or
2 some type of an electronic process to be able to,
3 you know, connect the people together. You know,
4 they were receptive to that, you know, because they
5 weren't placing money. They don't make money unless
6 they place money. So, anyway, he was able to get
7 them to agree to that, and we entered in then to a
8 securities agreement, a security offering agreement,
9 on September 4th where they committed to -- where
10 they committed to the funding and did sign the
11 individual securities agreement subject to the funds
12 being brought in. Part of the process is that they
13 receive partial ownership of the investment funds
14 and also would receive partial ownership of SPG.
15 Okay? Different transactions in the way they're
16 done, but all involving the SPG situation. So that
17 was done on September 4th of 2000. Okay?

18 Q I just want to interrupt you for one
19 moment. 2000 or 2020?

20 A Well, when you're old, it's 2000. I can't
21 believe it's not in the 1900s. Yes, 2020. Thank
22 you.

1 Q Thank you.

2 A Okay. And since that time, we have had
3 continued delays of how that was to come in. And
4 part of that has to do with, you know, the COVID
5 restrictions and trying to get anti-money laundering
6 and, you know, know your client regulations. So
7 there's government regulations, foreign government.
8 There's American government regulations and then
9 foreign banking and domestic banking relations.
10 It's been a nightmare and which had continuous
11 delays over and over and over again.

12 Q All right. And I appreciate the length of
13 your response. I am probably going to go back to
14 some of the things that you said just so I make sure
15 I can understand it.

16 The money that was first committed that
17 you made reference to in February, was that February
18 2020?

19 A Yes. It was February 2nd, I think, of
20 2020.

21 Q Okay. And the commitment of funds, is
22 that a formal contract?

1 A The commitment of funds in February of
2 2020 was an agreement to enter into the contract.
3 Okay? And at that point we had scheduled the remote
4 investors, their panel, to come and visit us. At
5 that point, you know, they sign off and then the
6 money is wired. Okay? These are all subscription
7 agreements. Well, I shouldn't say that. That's not
8 true. The fund, the TCF fund and the TCF medical
9 fund, are individual subscription agreements that
10 were being handled by a placement broker for us.
11 Okay? So those went through all the FINRA
12 requirements, the SCC requirements, all of the bad
13 actor checking, and all of those type of things.
14 The one that's coming -- the two that were coming
15 directly to SPG, they're a Title I private
16 placement, you know, per year basically. And having
17 the other two -- so we decided the private placement
18 without having to have, you know, outside -- they
19 would come directly to SPG, and the other two would
20 go through placement brokers. So official, those
21 were -- basically that was finally done in September
22 4th of 2020. You know, all those were officially

1 signed at that point subject to -- you know, subject
2 to their benefits, upon our receiving the wire from
3 their bank.

4 Q The money that was committed back in
5 February 2nd, the roughly 95 million, I believe
6 you testified that 15 million of that was to be used
7 for SPG's various subcompanies?

8 A Yes.

9 Q Okay. Did that money, the 15 million that
10 was to be used for subcompanies, was that money you
11 anticipated using to pay subrecipients under SPGI's
12 contract with the Air Force?

13 A I understand your implication with that,
14 but, no, it was part of the full package that would
15 go to SPG. That \$15 million involved \$3 million
16 private sidecar investment into GlobalFlyte, those
17 five companies, for which the investor in that would
18 receive a 10-percent valuation -- 12 percent. You
19 got me doing that now. A 12-percent stake in the
20 equity tables of those five companies, and that was
21 \$3 million each in that. The 25 million was
22 directly to SPG, and that's a direct investment in

1 here for a percentage of SPG. And of that money,
2 once again, then we pay all of our bills, so, you
3 know, go from there.

4 Q Were you the individual that was handling
5 the communications with Mr. Trip on behalf of Pritt
6 Investment?

7 A We all were. You know, Dan, myself, and
8 Mr. Soucie were communicating with him. I was the
9 primary point of contact and I handled all
10 negotiations as far as the investment was concerned.
11 I did have individual emails with him, numerous
12 texts back and forth. The reality is is that he was
13 in our office virtually every day meeting with
14 myself, Dan, and Chris.

15 Q And that was true in February 2020 or at
16 some point later than that?

17 A That was probably from -- as soon as we
18 started to have the issue with COVID and not knowing
19 how we were going to work around that whole issue,
20 from that point on. And I can't say that was
21 February 2nd or March whatever. Certainly from --
22 we were anticipating being able to be released from

1 oversea travel by the end of April. And after that,
2 it was a matter of, look, they're not going to get
3 here, we don't know when it's going to be, so what
4 else can be done to satisfy the requirements. From
5 that point on we've had -- you know, there's been
6 some weeks where it hasn't been every day but never
7 less than three times a week, and, you know, on an
8 ongoing basis, we are in contact daily.

9 Q The security offer agreement that was
10 signed on September 4, 2020, was that -- is that a
11 contract?

12 A It is a subscription agreement. Okay? I
13 am not an attorney, so it is my understanding that
14 it is a contract as long as I give up the percentage
15 of stock that he is purchasing and that he provides
16 the money to purchase it.

17 Q And the "he" that you're referring to, is
18 that Mr. Trip or someone else?

19 A That would be Mr. Trip.

20 Q The security offer agreement, did that
21 include a specific date by which SPG was to receive
22 the funds that were being committed?

1 A It didn't because we did not have -- we,
2 once again, still didn't know when things would be
3 transferred and so forth. But even beyond that,
4 what we did receive from Mr. Trip is regular updates
5 as far as what he knew the process was or what he's
6 being told by either regulators, banks, whatever,
7 governments, and his time frame that he was being
8 told that they would be executed, and recommitted
9 his interest to move forward with the SPG
10 investment.

11 Q Have you ever received a proof of funds
12 from Mr. Trip with regards to the \$95 million that's
13 been committed?

14 A Well, you know, in the investment world,
15 you don't ask an investor for proof of funds unless
16 he's somebody that stumbles in off the street. When
17 you're dealing with an accredited investor that has
18 the -- you know, that's went through the FINRA and
19 SCC requirements that he has went through with us,
20 you really want him to stay as an investor and not
21 somebody that you're, once again, going to require
22 proof of -- the only thing that I was concerned of

1 as far as proof is concerned is his willingness and
2 commitment to continue to participate in the
3 project.

4 Q Is it fair to say you didn't have any
5 concerns about Mr. Trip's ability to kind of produce
6 the 95 million that he had committed through Pritt
7 Investments?

8 A I had none and continue to have none.

9 Q Had you ever worked with either Mr. Trip
10 or Pritt Investment prior to February of 2020?

11 A We have. We had worked -- be working with
12 him since 2018 for him to understand what we're
13 doing, for us to be able to continue the flow of our
14 TCF process and development of RIPs and so forth,
15 yes.

16 Q Has he invested in any -- has he, through
17 Pritt Investment, invested in any prior projects of
18 yours?

19 A Of mine, no.

20 Q Okay. How about of either SPG's or any of
21 the related subcompanies?

22 A No.

1 Q To date, has SPG received the 95 million
2 that was committed to it?

3 A We have not received it to date.

4 Q Okay. Is it your intention should and
5 when you receive that 95 million --

6 A It's actually -- may I? It's 90 million.

7 Q Oh, okay.

8 A It was 25, 25, 25, and 15, so it's
9 90 million.

10 Q Okay. I apologize if that's what you said
11 and I've just been referring to it incorrectly.

12 A It's okay. I'm sorry.

13 Q Is it your intention once you receive the
14 90 million that's been committed to SPG to pay the
15 outstanding roughly 11 million that you referenced
16 earlier to the various subrecipients for bills that
17 are outstanding?

18 A That's correct. That is our intention.

19 Q And those include bills that are
20 outstanding from RBR?

21 A That's correct.

22 Q Other than Mr. Trip and Pritt Investment,

1 are there any other investors or potential investors
2 that SPG has been exploring in an effort to secure
3 funds to pay the outstanding bills from the
4 subrecipients?

5 A Right now this investment is the only
6 thing that we're spending our time on.

7 Q Is that true since August 2020?

8 A I have continued to, you know -- I've
9 continued to discuss and talk about our process to
10 investors, investment portals, and so forth. Right
11 now the full amount of my time is focused and needs
12 to be focused on closing this opportunity. We have
13 a very committed middleman, a very committed
14 endgame, and God knows I'd like to have the money.
15 So there -- that's an interesting process, and there
16 are obstacles in the way that we're trying to
17 overcome. We still have people, Mr. Frasier,
18 working with other investors on different projects
19 that we have. Mr. Mann is looking, you know, for
20 money for GlobalFlyte and so forth. So, yes, we
21 had -- we're -- the investment appetite today given
22 the economy and the uncertainty of the things that

1 are going on for early-stage investments is limited
2 at best. So you have so much time and an awful lot
3 of issues to try to overcome with the project that
4 we have, and so I have dedicated virtually all of my
5 time at this point to bringing this investment to
6 fruition and funding in and clearing all of the debt
7 that we have.

8 Q Do you have -- what is your understanding
9 of, as we sit here today on August 5, 2021, what is
10 delaying SPG's receipt of the funds from Pritt
11 Investments?

12 A Right now what we believe -- let's talk
13 about just the investment. Just the investment, we
14 believe it's being held in India while the Indian
15 government -- or excuse me. The bank provides
16 certification to the Indian government that none of
17 the funds that are going to be wired and used are
18 going to contribute or are going to go in any way to
19 Pakistan, Afghanistan, or any of their neighboring
20 countries where they have issues. Right now, you
21 know, India is dealing with what, 1.6 million
22 deaths? They don't have the vaccine, and their

1 capacity on a government level and on a banking
2 level, I am told, is severely impacted. You know, I
3 have verified that through a number of sources, and
4 that's what I believe the hold-up is on that
5 investment as of today.

6 Q Do you have an anticipated or expected
7 date that you will receive the funds as we sit here
8 today?

9 A Do I have? Yes, I do.

10 Q Okay. Can you tell me what that date is?

11 A We received a notarized statement from
12 Mr. Trip, you know, a couple of weeks ago, ten days
13 ago, whatever, that they had told him, that's the
14 bank, that they felt that they would have that wound
15 up by the end of July. They did not. The letter
16 went on to say that if we did not have that by the
17 end of July that he had spoken with his partners and
18 that in order to be able to bring this to fruition
19 that they had agreed to lend him the money
20 against -- of this portion of the money or a portion
21 of this money against their commitment, which
22 eventually will come through, and then provide that

1 no later than the end of August. Now, that is the
2 certified letter that he provided or the sworn
3 letter that he provided to me a couple weeks ago.

4 Q Okay. And so going back to that notarized
5 statement, you referenced a bank. Is that the bank
6 in India that you --

7 A That would be the bank in India, yes.
8 Now, once again, please understand that this is
9 my -- what I am getting. Okay? Now, I don't know
10 if that was the bank in India that told him or his
11 partners that's working with the bank in India that
12 have been told and they reiterated to him. But he
13 was told and told me that that was the response from
14 the bank at this point.

15 Q The money that you made reference to that
16 Mr. Trip would be lent should the money not be
17 received by the end of July, do you anticipate
18 receiving that by the end of August 2021?

19 A The money that we would receive by the end
20 of August would be money that would be lent instead
21 of a loan and which he was preapproved for, and he
22 is in Dubai today and has been the last couple of

1 days in order to effect that loan. Now, once again,
2 he gets that loan and then that money has to be
3 transferred to us. There will be some times in
4 there, and that's why he had said that we should
5 have that wound up by the end of August.

6 Q The money that Mr. Trip is attempting to
7 secure that would be a loan, is that for the full
8 90 million or something less than that?

9 A That would not be a loan to me. Okay?
10 That would be a loan to him with the security being
11 the investment monies that they are placing with his
12 company. The money that would be coming to me would
13 be the direct investment.

14 Q Okay.

15 A Now, I'm not certain -- okay. I'm not
16 certain that we will look at the full 90 million.
17 Okay? I know that we will receive -- he had said
18 minimum it would come in -- an initial amount would
19 come in, you know, try to go below the transfer
20 rates to where, you know, once again, all of a
21 sudden you send \$90 million to someone that's coming
22 from someone that the bank doesn't know that well to

1 someone they don't know at all. You know, it may be
2 20 million or 10 million or 5 million and then the
3 balance of it after that.

4 Q If you receive that money or when you
5 receive that money, is it your intention to use that
6 to pay the bills that remain outstanding from the
7 subrecipients?

8 A It is our intention to pay that. As a
9 matter of fact, it is a requirement of our agreement
10 that we pay all outstanding debts that the company
11 would have, and that would include RBR and others.

12 Q And just to be clear, I was asking with
13 regards to the money that you were anticipating
14 receiving by the end of this month, not the total
15 90 million.

16 A It's our intention that whatever we'd
17 receive by the end of the month that RBR would be
18 immediately paid.

19 Q What is your understanding of the amount
20 of outstanding money due and owing to RBR?

21 A I've looked at the invoices that there are
22 out there, and, you know, I -- you know, I saw --

1 I'm not sure just what the number is.

2 Q Okay. Do you contest that -- well, strike
3 that.

4 The notarized statement that we were
5 referring to earlier that Mr. Trip sent to you, is
6 that something that's been provided to your counsel?

7 A I think so.

8 Q Your communications with Mr. Trip, did
9 those tend to be via text, via email, verbal
10 conversations? How exactly did the two of you tend
11 to communicate?

12 A Well, it was all three, but by far the
13 most communication that we had was in person. As I
14 said, he was in the office virtually all week, and,
15 you know, this is -- this is not -- this is a matter
16 of, you know, what have you heard, has anyone
17 called, walked in, I just talked to this, that type
18 of thing. So the vast majority of this was verbal
19 as, you know -- and, once again, what I tried to do
20 in that period of time -- this had been a very tense
21 situation for everyone, and we tried to do that as a
22 situation where it was with myself, Dan, and

1 Mr. Soucie. And, you know, it just is never good
2 to, okay, well, I just had a conversation, so let me
3 try to pass on what I heard. So he was -- one of
4 the reasons that he was in the office that much is
5 so that he could stay in communication with all of
6 us directly as to what was going on.

7 Q I apologize if I asked this question
8 already and you answered it. When was the first
9 time you realized that there may be an issue paying
10 subrecipients?

11 A Well, it became obvious that, you know, it
12 was going to be difficult when we -- you know, when
13 the holdups on our investment dollars, you know,
14 were moving in. You know, and that was probably in
15 the late March time, April time.

16 Q At some point were the concerns about lack
17 of -- was the concern about lack of ability to pay
18 subrecipients communicated to the subrecipients?

19 A To who now?

20 Q To various subrecipients.

21 A I think that we -- you know, that we did
22 communicate that things were going to be delayed,

1 you know, and how come, whatever, that type of
2 thing, but, yes, we were communicating that things
3 were being delayed. And I just didn't notice when
4 that time frame was.

5 Q I'm sorry. I didn't hear that last little
6 part of your answer.

7 A I didn't notice what that time frame was.
8 My guess is -- I shouldn't guess. My educated guess
9 to that would be that that would have started
10 probably in the September, late September time
11 frame, somewhere in there.

12 Q What was the reason for the delay in
13 communicating that to the subrecipients if you first
14 kind of had a concern about that in and around
15 February or March of 2020?

16 A I don't think there was delay in payments
17 to anyone during that time frame. I don't think
18 that started until the September time frame.

19 Q Okay. So nothing was communicated in that
20 regard until at least there was payment that had
21 been missed by SPGI?

22 A I would say that it was when payments

1 started to be delayed that, you know, obviously
2 people call; and as they call, you know, we'd inform
3 them that there was going to be a delay.

4 Q And when you say we informed them, were
5 you the person who was actually communicating this
6 to the subrecipients?

7 A No, I was not. That would have been
8 through the Dayton office.

9 Q And would that have been through Mr. Wall
10 or someone else at the Dayton office?

11 A You know, honestly, I don't know what
12 their hierarchy was there, so I don't know if it was
13 Mr. Wall or an assistant. I assume that given the
14 people that we still have that it would potentially
15 be -- and, once again, I am assuming that the touch
16 point probably went from -- is it -- I don't know.
17 Gross, Ms. Gross, you know, I think would probably
18 have been an initial point of contact. I imagine
19 that Ken Wall would have probably been after that,
20 and, you know, then it probably would have went to
21 Mr. Ehlert.

22 Q Are you aware of whether Dr. Tolley was

1 having any direct communications with the
2 subrecipients in and around September of 2020?

3 A I don't know about that time frame, but
4 eventually Dr. Tolley and I both had conversations
5 with subrecipients.

6 Q In and around August or September of 2020
7 when payments -- when subrecipients began not
8 receiving timely payment, what was the reason that
9 the subrecipients were being given about why payment
10 was being missed?

11 A At that point it was an accounting issue
12 with getting the money in from our investment. I
13 think it was basically just that we're having an
14 accounting issue that we assume is going to be dealt
15 with shortly. We were receiving notices daily from,
16 you know, the -- from Mr. Trip that money should be
17 freed up and to us any day and that those accounts
18 would be sufficient to bring everybody up to date.

19 Q And those communications from Mr. Trip,
20 were they verbal communications?

21 A There was verbal communication, there was
22 written communication, and there was text

1 communication.

2 Q Okay. At some point was it communicated
3 to the subrecipients that the issue was larger than
4 an accounting issue?

5 A I don't believe so.

6 Q And was there a particular reason why that
7 wasn't done?

8 A I think that -- frankly, my opinion is
9 that it is an accounting issue. You know, it's a
10 matter of, you know, money transferring back in to
11 the company and moving back out to payments.

12 Q At some point was it communicated to the
13 subrecipients that payment was going to be
14 significantly delayed?

15 A I don't believe so. We have -- we have
16 never been at a point that I believe that it was
17 being told by significant individuals in the process
18 that it was going to be anywhere near what we're
19 dealing with now. It was always, it should be next
20 week, it should be this week, and repeatedly there
21 were reasons why that didn't happen. And I spent a
22 great deal of time trying to verify were those

1 things true, and all of the things that I could
2 verify in that process, they were.

3 Q So what types of things did you do to
4 verify that?

5 A Well, you know, it's pretty simple that
6 when money is supposed to come from Malaysia, for an
7 example, that when Malaysia's country is shut down,
8 the government buildings are shut down, the banking
9 is shut done, and people aren't allowed to leave
10 their home. They're probably not going to send the
11 money that day.

12 Q You weren't communicating with anyone in
13 Malaysia about, you know, kind of what the status
14 was at that point?

15 A Well, it -- you know, once again, you
16 could go online and see that Malaysia commerce had
17 shut down, so, you know.

18 Q All right. Understood. Did you ever
19 communicate directly with anyone at RBR?

20 A I spoke to several people. I was asked
21 if I had talked to anybody from RBR, and I don't
22 remember ever speaking to anybody at RBR. It's

1 possible that I did, but I don't recall.

2 Q Do you recall sending any emails or text
3 messages to anyone at RBR?

4 A No, I don't remember.

5 Q Other than the commitment of funds that
6 was dated February 2, 2020, and the security offer
7 agreement that was dated September 4, 2020, have you
8 received any other commitment of funds in writing?

9 A Yes.

10 Q On what dates were those commitment of
11 funds received?

12 A Generally, since that time we have
13 received -- as I said, as things have changed and I
14 have asked that we get a status update from Pritt
15 and with, you know, the one that they are continuing
16 with the, you know, commitment to the program, and
17 here's the status of what's going on at this point.
18 So I can't tell you if it's four or eight, but there
19 is -- there are numerous signed commitments from
20 them indicating what the current status was as they
21 knew it.

22 Q Have those all been turned over to your

1 counsel?

2 A I presume that they have.

3 Q When you say you presume, is that because
4 you haven't personally done it but you're assuming
5 somebody else has?

6 A That's certainly something that I would
7 want her to have. I did not specifically provide
8 them, and Dr. Tolley is a very competent man.

9 Q So presumably Dr. Tolley has either
10 already given them to counsel or is getting ready to
11 give them to counsel?

12 A That would be my assumption, yes.

13 Q Are those saved on the shared drive?

14 A I would doubt that.

15 Q So where are they stored right now?

16 A I have copies of them. You know, they
17 would have come by email or they would have been
18 just sent to us by email or signed and handed to us
19 and we would have scanned. But yeah. But, once
20 again, all of that stuff, he's here in person. We
21 worked through that and we asked them for an update
22 and continued commitment.

1 Q Have you had any communications with
2 anyone at the government with regards to the issues
3 that bring us here today?

4 A I have not had any direct conversations
5 with anyone at the government.

6 Q At what point was the government made
7 aware of the issues with payment to the
8 subrecipients?

9 A I don't know what date that was, but
10 Mr. Wall had been -- as things were not being paid,
11 Mr. Wall has been giving them updates that we
12 provide him from our investor.

13 Q Mr. Burns, have you ever reviewed the
14 subaward between SPGI and RBR?

15 A I'm sorry. I moved away from the
16 computer. Let me come back. I didn't hear you.

17 Q Have you ever reviewed the subaward
18 between RBR and SPGI?

19 A What is it that you're asking between SPGI
20 and --

21 Q Have you looked at the contract between
22 SPGI --

1 A I see. No, I've never looked at that.

2 Q You haven't looked at that. Okay. Do you
3 know -- do you know if anyone on behalf of SPGI
4 signed that contract?

5 A Yeah. You know, it's possible I signed
6 it, but if I did, it was something that was, here's
7 a subaward. I don't know. I can't say that I did
8 not sign it. Someone must have signed it.

9 MS. BAAKMAN: Christy, could you allow me
10 to share my screen, please.

11 (Off the record.)

12 MS. BAAKMAN: Mr. Burns, I am showing you
13 documents that were produced to me by -- Mr. Burns,
14 are you still there? Your video just cut out.

15 (Off the record.)

16 MS. BAAKMAN: Mr. Burns, I am showing you
17 documents that were produced to me by Dr. Tolley.
18 They are Bates labeled Tolley 855 through Tolley
19 857. I'm going to mark these Burns 1.

20 (Burns Deposition Exhibit Number 1
21 was marked for identification.)

22 BY MS. BAAKMAN:

1 Q I'm going to ask you some questions about
2 the documents here, Mr. Burns. I'll scroll up and
3 scroll down so you can review them.

4 A Is it possible you could increase the
5 size?

6 Q Yes, absolutely. Is this large enough or
7 would you like me to --

8 A That should be fine.

9 Q Okay. There are additional pages, so just
10 let me know when you're done looking at this one and
11 I'll scroll down.

12 A Okay. Go ahead.

13 Q Okay.

14 A Okay. Okay. Okay.

15 Q Do you have an understanding of what these
16 documents are?

17 A They appear to be invoices.

18 Q So I want to focus on the document that's
19 Bates stamped Tolley 856. Do you recognize the
20 subcontractor name there?

21 A RBR, yes.

22 Q At the bottom of this, it is signed by an

1 individual by the name of Ken Wall. Is that the Ken
2 Wall that we've been talking about that worked out
3 of the Dayton, Ohio, office?

4 A Yes.

5 Q Do you have an understanding of whether
6 Mr. Wall was responsible for approving the various
7 subrecipient invoices for payment?

8 A I assume that, yes, he's responsible for
9 authorizing it. Yes, yeah.

10 Q Well, I don't want you to guess. Are you
11 assuming because his name is on it?

12 A I've not seen this before. I really don't
13 know what it is. I see that it's a subaward. I see
14 that it's for work that they're doing, a total
15 amount. I assume a total amount of that invoice and
16 then a total amount of what had been paid. So, yes,
17 I see what that is. It is not something that I've
18 seen before.

19 Q Okay. So earlier today we were talking
20 about documents you may have reviewed in advance of
21 the deposition, and I was under the impression that
22 you may have reviewed the RBR invoices. Did you

1 ever review a document -- are these the invoices now
2 that I'm showing you on Tolley 857 that you were
3 making reference to when you said you reviewed the
4 RBR invoices?

5 A No, they're not.

6 Q Okay.

7 A When I referred -- that was a spreadsheet
8 of invoices that they had submitted that I saw, not
9 individual invoices.

10 Q Okay. Understood. So I do want to still
11 go back to this document that's Bates labeled Tolley
12 856 and just ask a couple other follow-up questions.
13 Right above Mr. Wall's name here, I'm going to read
14 a portion of this document. It says, "Signature
15 below certifies that an authorized representative of
16 SPGI has reviewed the invoice and authorizes SP
17 Global to issue payment." Do you see where I read
18 that from?

19 A I can, yes.

20 Q Okay. Why is SPGI authorizing SP Global
21 to issue payment?

22 A Okay. SP Global -- once again, SPGI has

1 no staff and SP Global provided individuals to act
2 on behalf of management processes inside SPGI, of
3 which Mr. Wall was one.

4 Q So this authorization is not -- does not
5 make -- is not indicating that money from an SPG
6 bank account is going to cover the costs that's
7 reflected here?

8 A Yes, I guess that that's -- yeah, that
9 would be correct.

10 MS. BAAKMAN: Mr. Burns, I am showing you
11 documents that were previously produced to me by
12 Dr. Tolley. They are Bates labeled Tolley 4087
13 through Tolley 4088. I'm going to mark this as
14 Burns 2.

15 (Burns Deposition Exhibit Number 2
16 was marked for identification.)

17 BY MS. BAAKMAN:

18 Q Mr. Burns, let me know when you are ready
19 for me to scroll down to the second page for you to
20 review that and then I'll ask you some questions.

21 A Please feel free.

22 Q Okay.

1 A Okay. You can scroll.

2 Okay.

3 Okay.

4 Q So looking at the document that's Bates
5 labeled Tolley 4088, is this a draft letter that you
6 composed to Mr. Burns?

7 A It's a draft letter that we as a company
8 composed, yes.

9 Q Is this your signature down at the bottom?

10 A It is.

11 Q I want to refer you to the second full
12 paragraph that starts, "Pritt Investments."

13 A Yes.

14 Q I'm going to read from it. "Pritt
15 Investments, as a large shareholder and board
16 member, has provided a proof of funds (see attached)
17 that far exceeds the \$37,000,000.00 that is its
18 initial investment into SPG and its associated
19 companies." Did I read that correctly?

20 A You did.

21 Q So first I want to ask, has Pritt
22 Investment ever been a shareholder of SPG?

1 A No, they would be -- as of the investment
2 that they make into the company, they would become a
3 shareholder in the company.

4 Q Has Pritt Investment ever been a board
5 member of SPG?

6 A No.

7 Q Is that a similar situation with regards
8 to the shareholder? It will become one once the
9 fund are received?

10 A That's correct.

11 Q The letter also makes reference to in that
12 same sentence we looked at a proof of funds and it
13 refers to, "See attached."

14 A Okay. I don't recall what that was. What
15 that may have -- I don't recall what that attachment
16 would be. If you have it, I will be happy to look
17 at it.

18 Q Okay. No, I don't have it. That was one
19 of the things that I was searching for, whether
20 there is actually a document that has been provided
21 as a proof of funds or whether there is a similar
22 document that was being referred to here when it

1 says, "See attached."

2 A Okay. I see that this is a draft, but I
3 had signed it, so I assume that there would have
4 been something, you know, that would go along with
5 that. And that should be available or should be
6 able to be made available to you, I would think.
7 Once again, this was something that was -- as I
8 remember, was put to me as a recommendation to send
9 to Mr. Schumacher, and I agreed that that's
10 reasonable to keep him informed of and it represents
11 our position in it. I am not certain that it was
12 ever sent, so that would have to be -- I would have
13 to verify that.

14 Q Okay. Looking at the second sentence of
15 that paragraph, I'm going to read it. "We have been
16 told by the bank that the funds will be cleared to
17 transfer to SPG no later than Monday, 11 January
18 2021, although the bank has stated they expect it to
19 be earlier."

20 A That was correct at the time we wrote
21 this, yes. It was the information that we had.

22 Q The bank that's being referred to there,

1 do you know what bank that's referencing?

2 A I believe that -- could I see the date of
3 the letter again?

4 Q Absolutely.

5 A That's the 5th. Okay. That would have
6 been, I believe, the overseas bank.

7 Q Is that the one that we talked about in
8 India or a different bank?

9 A This was in January. This would have been
10 the Malaysia bank.

11 Q Are there any other -- so we talked now
12 about a Malaysia bank and a bank in India. Are
13 there any other foreign banks you're aware of that
14 were kind of involved in this process of SPG
15 potentially receiving the funds?

16 A That would have been Malaysia and India,
17 and if there is a loan, it would be out of Dubai.
18 The loan proceeds, I should say.

19 Q I want to direct you to that next
20 paragraph. It starts with, Lastly. "Lastly, we
21 have opened an account in Ohio and are transferring
22 control of SPGI's account to the leadership in the

1 Dayton office to prevent problems arising in the
2 future."

3 A Okay.

4 Q What is that sentence making reference to
5 when it states, "to prevent problems arising in the
6 future"?

7 A I believe at that time there was some
8 animosity that had grown between Ken's assistant and
9 Mr. Ehlert, and since, you know, they are dealing
10 with it out there, at that point I was more than
11 happy to turn administration over to the process to
12 the people closest to the customer.

13 Q What is your understanding of the reason
14 for the animosity between Mr. Wall's assistant, I
15 believe you said, and Mr. Ehlert?

16 A I just -- I think that there was, once
17 again -- and this is nothing that I know firsthand.
18 It's not anything that I have witnessed, but I was
19 told by Mr. Ehlert that they were getting very
20 frustrated with the amount of calls that were coming
21 in and that, you know, they were the first line of
22 defense on it and, you know, that they basically

1 were trying to say that any updates you need to call
2 back to Mr. Ehlert. So, you know, we felt that if
3 they're getting dinged on a daily basis, then what
4 we would like to do is make that interface closer to
5 where, you know, the questions and so forth were
6 coming to wouldn't have been a difficult situation
7 to affect them in the least. And Mr. Wall was more
8 comfortable with that.

9 Q And when you say they were receiving
10 calls, those were calls from the subrecipients?

11 A Yes.

12 Q And the account that's referenced in that
13 sentence, is that a bank account or something else?

14 A That would have been a bank account, and I
15 don't know if that got opened or not. We had
16 instructed them to since we were expecting money
17 shortly and would have wired those amounts directly
18 to that account, but, you know, I can't say whether
19 that -- to be honest with you, I'm not sure this
20 draft letter ever got put out. I am assuming that
21 it did, but I don't know that.

22 Q And the purpose of that account would

1 have been to have money in there to pay the
2 subrecipients?

3 A That's correct.

4 MS. BAAKMAN: I am just gathering a couple
5 more documents I may want to ask the witness about.
6 Does everyone want to take a brief break while I do
7 so?

8 THE WITNESS: Okay.

9 (Brief pause.)

10 MS. BAAKMAN: Mr. Burns, I am showing you
11 a document that my client produced with its initial
12 disclosures. It is Bates labeled RBR 1, and I am
13 going to have this marked Burns 3 -- oh, I'm sorry.
14 Oh, yeah, Burns 3.

15 (Burns Deposition Exhibit Number 3
16 was marked for identification.)

17 BY MS. BAAKMAN:

18 Q And I'm going to ask you some questions
19 about it. Let me know when you are done reviewing
20 it and let me know if I need to scroll for you.

21 A If you could scroll down just a little
22 bit, please.

1 Q Sure.

2 A Okay. Go ahead.

3 Q So the first thing I want to direct your
4 attention to is the email that was sent from
5 Mr. Harte to Ms. Gross. It is dated January 25,
6 2021. You are also included on the Cc line right
7 here, Thomas.Burns@SPGlobalInc.com. Is that right?

8 A It's true.

9 Q Do you recall having seen this email
10 before?

11 A I don't.

12 Q Do you currently have an SPGI email
13 address?

14 A I don't -- I may have, but I don't -- if I
15 do, it does not come to my Inbox. But it doesn't
16 look like this is an SPGI. This is an SP Global,
17 Inc.

18 Q Okay.

19 A But typically if I get something like
20 this, I forward it on to Dan Ehlert or whatever
21 because I have no action to take on it.

22 Q Yeah, so I do see here that the email

1 address that is used that was sent to you is an SP
2 Global, Incorporated, email address. I was just
3 trying to understand whether you also have an SPGI
4 email address.

5 A I don't think I do. If they set one up
6 for me, I never got it put into my email. I've
7 never seen anything from SPGI.

8 Q I next want to direct your attention to
9 the chart that's on the email. Do you have an
10 understanding of what the chart depicts?

11 A Yes.

12 Q And what is that?

13 A Those would be outstanding invoices to
14 RBR.

15 Q And what is the total that's reflected
16 there?

17 A 1,467,486.59.

18 Q Do you contest that the figure that's
19 reflected there is due and owing to RBR?

20 A According to the email and according to
21 the invoice numbers that they've put through, I've
22 got no reason to assume that it is not correct. So

1 I would -- I would say in all likelihood it is
2 correct.

3 Q Are you aware of there being any -- are
4 you aware of SPGI or SPG contesting the amounts owed
5 by -- that RBR claims are owed to it from any
6 invoice that it has previously submitted?

7 A Some of the invoices that we've had, and I
8 don't know if they were with RBR or another
9 subcontractor, had been submitted and they were
10 incorrect or, you know, incorrect math, or just
11 submitted incorrectly. In general, I don't think
12 anyone has put anything through that was not, you
13 know, essentially correct. But I don't know these
14 invoices specifically, but my guess is that if this
15 is what they've put through that, you know, this is
16 correct. And so your answer was, am I aware of
17 anybody having mistakes? Yes, I'm aware of mistakes
18 that have been made. I don't know if those were by
19 RBR. But, yes, someone in submissions along the
20 line I have heard had made mistakes repeatedly, and
21 I don't know -- as I said, I don't know if this
22 refers to RBR or to someone else.

1 Q If Mr. Wall approved the invoices for
2 payment, would there be any other steps that would
3 have to occur before payment was to be made to RBR?

4 A No.

5 Q Mr. Burns, earlier in your deposition I
6 was asking questions about the valuation of your
7 shares of SPG, and I believe you said that they're
8 currently valued at about a dollar a share. You
9 anticipate once the funding comes in that they'll be
10 at about \$5 a share. How many shares do you
11 currently own of SPG?

12 A I don't have the cap table right now and
13 there's been changes with our employee stock and so
14 forth. I'm not certain exactly what that number is,
15 but originally it was around, I think, 3 million and
16 I think it's dropped from there. I've given stock
17 to others and so forth. So somewhere around
18 2 million shares, I would imagine.

19 Q And when you estimated that the shares are
20 worth about a dollar, what was that based off of?

21 A Just if you look at some of the IP that we
22 have and what would be sold off and what the value

1 of that would be and then take that against the
2 number of shares that we have.

3 Q And the figure that you're estimating,
4 does that include any shares or any stocks that you
5 may hold in the subcompanies, for example,
6 GlobalFlyte or CoreSyte or Vyrtx?

7 A Yeah, they -- there's IP in each one of
8 those companies, and obviously we have an interest
9 in that. And, once again, if the companies are not
10 using the IP, it's not worth anything. If they get
11 to the point where they have a minimum viable
12 product and then move along into a percentage of
13 their addressable market, then it becomes quite
14 valuable.

15 Q But none of the subcompanies that we
16 discussed today are kind of at that point in the
17 development process?

18 A You know, when you look at the -- the
19 question you had asked before, are they at the point
20 of revenue. Okay. They are not at the point of
21 revenue, but they are -- most of the relative
22 software and other components that round out the IP

1 have been done.

2 MS. BAAKMAN: Mr. Burns, I am showing you
3 documents that my client produced with his initial
4 disclosures. They are Bates labeled RBR 37 through
5 RBR 41. I'm going to have this marked Burns 4.

6 (Burns Deposition Exhibit Number 4
7 was marked for identification.)

8 BY MS. BAAKMAN:

9 Q Mr. Burns, I'll give you the opportunity
10 to review this. I'm going to ask you some
11 questions. The email chain starts at the bottom of
12 the document that's produced, so I will direct the
13 screen to that point.

14 A Okay. Go ahead. You can go ahead and go
15 up.

16 Q Okay.

17 A You can go up.

18 Okay. You can go up.

19 Okay. Go up.

20 Okay.

21 Okay.

22 Okay.

1 Okay.

2 Okay.

3 Okay.

4 Okay.

5 Q So the first email I want to direct you to
6 on this chain is one that was sent by Ms. Gross to
7 Mr. Harte dated October 27, 2020. The substance of
8 the email says, "Bryan, I am going to let corporate
9 answer for an updated payment status. Thanks,
10 Marcia." Do you see that?

11 A I do.

12 Q Do you have an understanding of what
13 Ms. Gross means when she says "corporate" in this
14 email?

15 A I don't know what she was referring to,
16 but corporate would be back to us, I assume. You
17 know, I think -- I'm just looking at the time frame
18 on this. This was the time frame that we had been
19 assured that things would be moving quickly on, and
20 I'm sure that had been -- you know, as far as
21 receiving our funding. And I am assuming, once
22 again, I don't know this, that she was probably

1 aware of the documents that had been signed in
2 September and were anticipating funds being moved
3 shortly.

4 But your question, you asked about
5 corporate. Corporate would have been calling back
6 here to this office.

7 Q And that's SPG's office?

8 A That's SPG's office, yes.

9 Q Scrolling up to the next email I kind of
10 want to direct your attention to in this chain, it
11 is an email from Mr. Harte. Well, do you know who
12 Mr. Harte is when I make reference to that?

13 A I know he's part of the RBR entity. I do
14 not necessarily know what his position in the
15 company is.

16 Q Okay. So the email is from Mr. Harte to
17 Dr. Tolley dated November 12, 2020. The substance
18 of the email reads as follows: "Dr. Tolley, Good
19 morning. I believe that you spoke with Chris Taylor
20 regarding RBR's outstanding invoices, he indicated
21 that you said payment would come this week. As of
22 today we have not seen any payment on the below

1 invoices. Can you please provide an update on the
2 below invoices." Do you see that?

3 A I see that, yes.

4 Q Do you recall having any conversations
5 with Dr. Tolley in and around this time regarding
6 payment being anticipated around this week of
7 November 9th, November 8th, right around that time
8 frame?

9 A I do not remember any conversations around
10 this particular email. We were having conversations
11 at that time with high anticipations of the funding
12 being able to get in before the -- certainly before
13 Thanksgiving. You know, so that probably was within
14 that time frame. And I assume that that's where
15 some of this anticipation was coming from.

16 Q Was Dr. Tolley communicating directly with
17 Mr. Trip about the timeline for anticipated receipt
18 of the funds?

19 A At that time frame, I am not -- I don't --
20 I don't know if Dan was communicating directly
21 through to Mr. Trip or receiving his information
22 from me. I don't know.

1 Q Scrolling up to the next email on this
2 chain that I want to direct your attention to, it is
3 from Mr. Harte to Dr. Tolley dated November 18,
4 2020. The substance reads as follows: "Dr. Tolley,
5 Good morning. Chris Taylor indicated that you said
6 a payment will be coming this week. This is after a
7 previous conversation where you indicated that
8 payment would come the week of November 9th."

9 A Yes.

10 Q Do you have an understanding of what --
11 well, were you having any conversations with
12 Dr. Tolley in and around this time about funds being
13 received the week that Mr. Harte is indicating was
14 represented to him?

15 A The direct conversations I don't remember
16 that we had around this. To be honest with you, the
17 RBR is not one -- other than that I saw that they
18 were one of the ones that we had invoices that we
19 owed. We were all at a high level of anticipation
20 in that time frame that funding would be coming, and
21 we did have several delays during that time, once
22 again. That was a frustrating time certainly for us

1 and everybody else. But, you know, any information
2 I can tell you that -- in my opinion, that Dan would
3 provide anybody with the best information that we
4 had at that time.

5 Q It would have been based off of either
6 your direct communications with Mr. Trip or
7 Dr. Tolley's communications with Mr. Trip?

8 A During that time frame, I think most of
9 the communications would have come through me.

10 Q And when you said that there was a high
11 level of anticipation that the funds would be
12 received, was there anything in and around this
13 particular time frame that made the anticipation
14 especially high that the funds would be received?

15 A Just the fact that, you know, the
16 subscription agreement was done in September and had
17 went through then the FINRA things and so forth, and
18 after those things had been finished, our
19 anticipation was that funds would be forthcoming
20 shortly. We started at this time to understand
21 after it was -- later than this date, then that --
22 you know, anyway, a number of delays continued to

1 happen. I can't specifically go back and interpret
2 from what Dan said, a direct comment that I would
3 have made to him or that Mr. Trip would have made,
4 but what I can assume is that that was in the time
5 frame when we had high anticipation of money being
6 in at that time and that that money would
7 immediately be pushed back out to the subs.

8 Q I next want to direct your attention to an
9 email from Dr. Tolley to Mr. Harte dated November
10 19, 2020. This one reads as follows: "Bryan, First
11 let me say how much I appreciate you and your
12 company's willingness to give us the opportunity to
13 correct our mistakes. I'll get to answering your
14 original question. We plan to make the ARCNet
15 payment via wire this Friday. I don't have a
16 specific time, but let me say no later than 3:30 pm.
17 I know we have made it difficult on you, so I wanted
18 to reconfirm that the commercial side of our
19 business is going to add an 18% APR bonus to your
20 payment. It will come separate from the ARCNet
21 payment towards the end of the month as a way to
22 express our regret, and hopefully cover any costs

1 you may have incurred by our mistake. Thanks for
2 your kindness. Dan." Did I read that correctly?

3 A You did.

4 Q So I first want to direct your attention
5 to the second paragraph that starts with, "I'll get
6 to answering your original question." That
7 paragraph makes reference to an ARCNet payment via
8 wire that was anticipated no later than 3:30 p.m.,
9 Friday of that week.

10 A Yes.

11 Q Was that wire payment ever made?

12 A No.

13 Q And the reason for that was the -- well,
14 what was the reason that the payment wasn't made?

15 A We were anticipating payment to us, and
16 as soon as it came into our account -- we were
17 anticipating that it would be in that day and that
18 it was not.

19 Q And, again, that was based off of
20 communications either you or Dr. Tolley were having
21 with Mr. Trip?

22 A Mr. Trip or the bank.

1 Q And that would have been the Malaysia bank
2 at that point?

3 A Some of the communications that we were
4 having was done with our bank because we were
5 anticipating funds being wired at a time and that
6 they should arrive to us at that time, and if that
7 happened, would they then be able to get it out
8 before the weekend. So that's what I think. Once
9 again, remember, I'm going by memory on this. I do
10 remember that at this time frame it was high
11 anticipation that we would be getting these out in
12 short term, and I assume that's why Dr. Tolley put
13 the email out.

14 Q Understood. And when you made reference
15 to your bank, is that United Bank or a different
16 bank?

17 A Well, that would have been United Bank.

18 Q Okay. I want to direct you to the next
19 paragraph where Dr. Tolley makes reference to the
20 commercial side of our business right here. I'm
21 kind of hovering over that. What is your
22 understanding of what Dr. Tolley means be there?

1 A Once again, I think that he's stated it
2 fairly clearly that SPG, not SPGI, would offer an
3 18 percent bonus to the payment that would come
4 directly from SPG in addition to their outstanding
5 invoices.

6 MS. BAAKMAN: I am going to make a request
7 for last known contact information for Mr. Ehlert,
8 if that could be provided to me. I believe
9 Mr. Burns testified that he does have contact
10 information for Mr. Ehlert.

11 I'm just going to take a quick look
12 through my notes to see if there's anything else I
13 have. I'll pass it along to Ms. Dickerson or
14 Ms. Leary in case they have any questions.

15 EXAMINATION BY COUNSEL FOR DEFENDANT
16 BY MS. DICKERSON:

17 Q Mr. Burns, did you take any medication
18 today?

19 A Well, quite a bit. I've got -- I take two
20 separate shots. One was about 2:15 and the other
21 about 4:15. And then I take several pain
22 medications, yes.

1 Q What was your medication for? For what
2 condition?

3 A I have chronic leukemia, lymphatic
4 leukemia, and then I also have an issue with -- it's
5 a blood issue, but the pain medications are for my
6 neck. I have -- I'm waiting to go in to have
7 several vertebrae fused, and I'm not willing to do
8 this until we get some of this stuff tended to.

9 MS. DICKERSON: No other questions.

10 THE WITNESS: Pardon me?

11 MS. DICKERSON: I have no other questions.

12 THE WITNESS: Oh. Thank you.

13 MS. LEARY: I don't have any questions.

14 THE WITNESS: Thank you.

15 EXAMINATION BY COUNSEL FOR PLAINTIFFS

16 BY MS. BAAKMAN:

17 Q Mr. Burns, the medication that you took
18 today, did that impact your ability to recall any of
19 the details that we were discussing?

20 A I --

21 Q I'm sorry. I didn't hear your answer.

22 A I don't think so. You know, it's just

1 that I'm a little less acute than I normally am.

2 Q Did it negatively impact your ability to
3 testify truthfully today?

4 A Oh, no.

5 MS. BAAKMAN: Okay. So at this time I
6 don't have any other questions. We're going to
7 suspend Mr. Burns' deposition in accordance with the
8 Court's most recent order last week that permits my
9 client to take an additional up to four hours of
10 deposition testimony after the documents are
11 produced to my client in accordance with the court
12 order tomorrow.

13 MS. DICKERSON: So Mr. Burns will review
14 the testimony. However, we're going to wait until
15 such time as the deposition is complete so he's not
16 reviewing two small parts of a deposition.

17 MS. BAAKMAN: For purposes of reading and
18 signing, is that what you're --

19 MS. DICKERSON: Yes.

20 MS. BAAKMAN: Okay. I have no objection
21 to that.

22 (Signature not waived.)

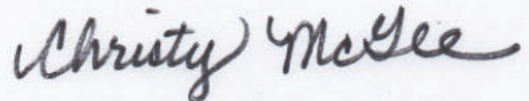
1 (Whereupon, at 4:54 p.m., the
2 deposition of THOMAS BURNS
3 was concluded.)

4 * * * * *

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CERTIFICATE OF NOTARY PUBLIC

I, CHRISTY MCGEE, the officer before whom the foregoing statement was taken, do hereby certify that the statement was taken by me in stenotype and thereafter reduced to typewriting under my direction; that the said statement is a true record of the proceedings; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this statement was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

A handwritten signature in dark ink, reading "Christy McGee", is centered on the page. The signature is written in a cursive, flowing style.

CHRISTY MCGEE

Notary Public in and for the
Commonwealth of Virginia

My commission expires:

September 30, 2024

Notary Registration No.: 7233765

A C K N O W L E D G E M E N T O F D E P O N E N T

I, THOMAS BURNS, do hereby acknowledge I have read
and examined the foregoing pages of testimony, and
the same is a true, correct and complete
transcription of the testimony given by me, and any
changes or corrections, if any, appear in the
attached errata sheet signed by me.

Date

THOMAS BURNS

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1 Thomas Burns

14800 Conference Center Drive, Suite 300,

2 Chantilly, Virginia 20151

3
IN RE: RBR Tech. vs. SPG Institute, Inc., et al.

4
5 Dear Mr. Burns:

6 This letter is to advise you that the original
7 transcript of THOMAS BURNS, taken in the above
8 matter will be available for reading and signing in
9 our office, Veritext Legal Solutions, located at
10 1250 Eye Street, NW, Washington, D.C. 20005, Monday
11 through Friday, between the hours of 7:30 a.m. to
12 5:30 p.m. Please call (202) 857-3376 in advance to
13 set up a mutually-agreeable time.

14 Pursuant to the rules, the transcript will be
15 available for 21 days beginning Thursday, August 19,
16 2021.

17 If you have any questions, please do not
18 hesitate to call. Thank you.

19 Yours,

20 Christy McGee

21 Reporter/Notary

22
cc: Justine A. Baakman, Esq.

1 Veritext Legal Solutions
2 1250 Eye Street, NW
3 Suite 350
4 Washington, D.C. 20005
5 (202) 857-3376

6

7 E R R A T A S H E E T

8 Case Name: RBR Tech. vs. SPG Institute, et al.

9 Witness Name: THOMAS BURNS

10 Deposition Date: Thursday, August 5, 2021

11 Page No. Line No. Change/Reason for Change

12

13

14

15

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20 _____

21 Signature

Date

22

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[writing - zoom]

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Rules of Supreme Court of Virginia
Part Four - Pretrial Procedures
Depositions and Production at Trial
Rule 4.5

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed, the deposition shall be submitted to the witness for examination and shall be read to or by him, unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 21 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion

to suppress under Rule 4:7(d)(4) the court holds that the reasons given for the refusal to sign require rejection of the deposition in whole or in part.

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From: Ken Wall
Sent: Wednesday, August 5, 2020 9:33 AM
To: Marcia Gross
Subject: RBR Invoice 07.12.20 SPGI Approve.pdf
Attachments: RBR Invoice 07.12.20 SPGI Approve.pdf

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Invoice No. RBR-071220Date SPGI Rec'd 08/04/20

Subcontractor Name: RBR - Technologies

Address 1: 2288 Blue Water Blvd.

Address 2: Suite 322

City, State, Zip: Odenton, MD 21113

SPGI Invoice Checklist

Subaward Number: 19001

Project Name: ACT3 - Air Force Cognitive Engine

Period of Performance: 06/15/20 to 07/12/20

Total Amount Due: \$213,867.21

Checklist:

Invoice reflects cost by each cost element?	<u>Yes</u>
Invoice contains written certification?	<u>Yes</u>
Invoice is signed by a duly authorized agent?	<u>Yes</u>

Amt of Inception-to-Date Charges: \$2,183,483.95

Invoice aligns w/Mos Spend Plan: Yes

Area of Concern to Note:

Signature below certifies that an authorized representative of SPGI has reviewed the invoice and authorizes SP Global to issue payment

Ken Wall

Digitally signed by Ken Wall
Date: 2020.08.05 09:32:26 -04'00'

SPGI Authorized Representative



RBR-TECHNOLOGIES

Bill Date: August, 03, 2020
 Bill #: RBR-071220
 Billing Pd: 06/15/2020- 07/12/2020

To: SPG Institute, Inc.
 5100 Springfield St., Suite 500
 Dayton, OH 45431

From: RBR - Technologies
 2288 Blue Water Blvd, Suite 322
 Odenton, MD 21113

Prime Contract #: CA FA8650-19-2-6983
 Subcontract #: 19001
 Internal Account #:
 Contract Name: SPG ACT3
 POP: 8/1/19 - 7/31/21
 Mark.Miller@SPGInstitute.com
 Andrea.Seitz@SPGInstitute.com

Total Funded:	\$ 4,799,435.00	% Spent
Labor Funded:	\$ 4,203,168.00	
Labor Used:	\$ 2,080,022.58	49.49%
Labor Balance:	\$ 2,123,145.42	
Travel / ODC Funded:	\$ 596,267.00	
Travel / ODC Used:	\$ 103,461.54	17.35%
Travel / ODC Balance:	\$ 492,805.46	
Total Balance:	\$ 2,615,905.88	

Employee Name			Current Period		Inception-To-Date	
			Hours	Amount	Hours	Amount
Program Manager			0.00	\$0.00	448.00	\$85,127.94
Project Engineer			1,073.5	\$ 163,946.75	7,743.90	\$1,079,872.25
Software Developer			148	\$ 24,284.69	3,577.45	\$494,916.97
Jr. Software Developer			140	\$6,728.23	2,707.50	\$141,881.10
System Integrator			152.00	\$15,914.23	2,799	\$278,224.31
Labor Total:			1,513.5	\$210,873.90	17,275.85	\$2,080,022.58
				Amount		Amount
Travel / ODC Total:	Amazon Web and Microsoft Hosting Services			\$2,993.31		\$70,988.82
	Travel					\$32,472.72
Invoice Total				\$ 213,867.21		\$2,183,484.12

I hereby certify that the above invoice is true and correct, that any costs included herein have been incurred, and that payment therefore has not been received; that it is in accordance with the terms and conditions of the Sub award; and that all services, supplies shown in the invoice have been performed, delivered, or incorporated into an item to be delivered. It is presented with the knowledge that the amount paid hereto will become the basis for a claim against the United States Government.

Bryan M. Harte

Bryan Harte 08/03/2020

From: Ken Wall
Sent: Tuesday, January 5, 2021 10:46 AM
To: SCHUMACHER, COREY J DR-04 USAF AFMC 711 HPW/RH; SCHEMMEL, MARINA R CIV
USAF AFMC AFRL/RQKHA; FINK, ELIZABETH A CIV USAF AFMC AFRL/RAKHC;
SOUTHERS, SUSAN L DO-03 USAF AFMC AFRL/RAKHA
Subject: DRAFT Letter - Tom Dan Scott to Corey.1-5-21.pdf
Attachments: DRAFT Letter - Tom Dan Scott to Corey.1-5-21.pdf

Corey/Marina et al- Here is a draft letter that will be coming your way along with a proof of funds once all signatures are obtained – we'll discuss this at 11 - Ken



January 5, 2021

Dr. Corey Schumacher
ARCNET Chief Technology Officer

Dear Corey,

First, we, as the three largest shareholders of SP Global, Inc. ("SPG"), apologize for the delay in payments to the vendors. We have been working diligently to resolve all outstanding payments.

PRITT Investments, as a large shareholder and board member, has provided a proof of funds (see attached) that far exceeds the Thirty-Seven Million Dollars (\$37,000,000.00) that is its initial investment into SPG and its associated companies. We have been told by the bank that the funds will be cleared to transfer to SPG no later than Monday, 11 January 2021, although the bank has stated they expect it to be earlier. The wiring instructions have already been provided and the money will be transferred immediately when the bank has approved. Upon our receipt of funds, we will immediately wire transfer (for those vendors who provided wiring instructions) or send checks to all vendors.

Lastly, we have opened an account in Ohio and are transferring control of SPGI's account to the leadership in the Dayton office to prevent problems arising in the future.

We sincerely apologize for these delays and appreciate everyone's patience.

A handwritten signature in black ink, appearing to read 'Thomas D. Burns, Sr.', is written over a horizontal line. A large, red, semi-transparent 'DRAFT' watermark is superimposed over the signature and extends across the middle of the page.

Thomas D. Burns, Sr.
Chairman & CEO
SP Global, Inc.

Dr. Dan B. Tolley
President
SP Global, Inc.

Pritt Investment Partners, LLC
By: Scott Tripp, Manager

From: [Marcia Gross](#)
To: [Bryan Harte](#)
Subject: RE: [EXTERNAL]RBR-Technologies, Inc. Invoice RBR-SPG_012421 Contract: CA FA8650-19-2-6983
Date: Tuesday, January 26, 2021 10:49:56 AM
Attachments: [image001.png](#)

CAUTION: This email was sent from outside RBR-Technologies. Please exercise caution when clicking links or opening attachments within this email.

Thanks Bryan!

From: Bryan Harte <bryan.harte@rbr-technologies.com>
Sent: Monday January 25 2021 8 18 PM
To: Marcia Gross <Marcia.Gross@spginstitute.com>
Cc: Kevin Reynolds <kevin.reynolds@rbr-technologies.com>; Christopher Taylor (E) <ctaylor@rbr-tech.com>; Andrea Seitz <Andrea.Seitz@spginstitute.com>; Katelyn Kennedy <kkennedy@rbr-tech.com>; Dan Tolley (E) <dan.tolley@spglobalinc.com>; Thomas.Burns@SPGlobalInc.com; Ken Wall <ken.wall@spglobalinc.com>
Subject: [EXTERNAL]RBR-Technologies Inc. Invoice RBR-SPG_012421 Contract CA FA8650-19-2-6983

Marcia

Good Evening. Attached you will find RBR invoice# RBR012421 for contract CA FA8650-19-2-6983. Below is a summary of our current AR please Let me know if you need anything else to process this invoice for payment.

Invoice Number	Contract	Dated Submitted	Period Covered	Amount	Notes
RBR-SPG_071220	AFRL ACT3	8/4/2020	6/15/2020-7/12/2020	\$213,867.21	Past Due
RBR-SPG_080920	AFRL ACT3	8/25/2020	7/13/2020-8/9/2020	\$237,450.14	Past Due
RBR-SPG_090620	AFRL ACT3	10/6/2020	08/10/2020-09/06/2020	\$249,689.53	Past Due
RBR-SPG_100420	AFRL ACT3	10/23/2020	09/7/2020-10/4/2020	\$187,744.22	Past Due
RBR-SPG_110120	AFRL ACT3	11/5/2020	10/5/2020-11/1/2020	\$210,435.69	Past Due
RBR-SPG_112920	AFRL ACT3	12/1/2020	11/2/2020-11/29/2020	\$142,816.01	Past Due
RBR-SPG_122720	AFRL ACT3	12/30/2020	11/30/2020-12/27/2020	\$139,469.97	Past Due
RBR-SPG_012421	AFRL ACT3	1/25/2021	12/28/2020-01/24/2021	\$86,013.82	Just Submitted
Total				\$1,467,486.59	

V/S,
Bryan

Bryan Harte
 MBA, PMP, CISSP
 RBR-Technologies, Inc.
 Chief Operating Officer
 443.306.9250
bryan.harte@rbr-technologies.com

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EXHIBIT

Burns 3

From: [Dan Tolley](#)
To: [Bryan Harte](#)
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Outstanding Invoices
Date: Tuesday, November 24, 2020 11:02:14 AM

CAUTION: This email was sent from outside RBR-Technologies. Please exercise caution when clicking links or opening attachments within this email.

Understood. Meeting with my CEO on it today and will have an update for you tomorrow.

Dan.

Dr. Dan B. Tolley
President SP Global Inc.
1400 Conference Center Dr. Suite 300
Chantilly VA 20151
703-346-5291

From: Bryan Harte <bryan.harte@rbr-technologies.com>
Sent: Monday November 23 2020 3 58 PM
To: Dan Tolley <dan.tolley@spglobalinc.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Outstanding Invoices

Dan

I wanted to follow-up on our phone call. You had initially indicated that your accounting issue would need to be moved back to 12/1/2020 that is 8 days from today. You also indicated that you were going to try to accelerate that to sometime this week.

Is there a way to do a partial payment this week and the balance next week? I know that you don't feel well about the situation and acknowledge the issue is within accounting on your end. I trust that you are trying to do the right thing and I am trying to find ways to reduce the current impact the delayed payment is having on my company.

V/R,
Bryan

Bryan Harte
MBA, FMP, CISSP
RBR-Technologies, Inc.
Chief Operating Officer
443.306.9250
bryan.harte@rbr-technologies.com

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From: Dan Tolley <dan.tolley@spglobalinc.com>
Sent: Wednesday November 18 2020 3 39 PM
To: Bryan Harte <bryan.harte@rbr-technologies.com>
Cc: Management <mgmt@rbr-technologies.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Outstanding Invoices

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Bryan

First let me say how much I appreciate you and your company's willingness to give us the opportunity to correct our mistakes.

I'll get to answering your original question – We plan to make the ArcNet payment via wire this Friday. I don't have a specific time but let me say no later than 3:30pm.

I know we have made it difficult on you so I wanted to reconfirm that the commercial side of our business is going to add an 18%APR bonus to your payment. It will come separate from the ArcNet payment towards the end of the month as a way to express our regret and hopefully cover any costs you may have incurred by our mistake.

Thanks for your kindness.

Dan.

Dr. Dan B. Tolley
President SP Global Inc.
1400 Conference Center Dr. Suite 300
Chantilly VA 20151
703-346-5291

From: Bryan Harte <bryan.harte@rbr-technologies.com>
Sent: Wednesday November 18 2020 11 07 AM
To: Dan Tolley <dan.tolley@spglobalinc.com>
Cc: Management <mgmt@rbr-technologies.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL] RE: Outstanding Invoices

Dr. Tolley

Good morning. Chris Taylor indicated that you said a payment will be coming this week. This is after a previous conversation where you indicated that payment would come the week of Nov 9th. Today we had a meeting with AFRL senior leaders to talk about future activities on this contract. We did not bring up the payment issue in the meeting. However after the meeting we discussed internally that we probably do need to bring up the risk of continued support given the current situation. As of today SPGI is past due on 4 invoices and RBR has

incurred over \$1.2M in costs on this Cost Plus No Fee contract. Please let me know what time/day the EFT will be processed. We need a response today.

V/R,
Bryan

Bryan Harte
MBA, PMP, CISSP
RBR-Technologies, Inc.
Chief Operating Officer
443.306.9250
bryan.harte@rbr-technologies.com

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From: Bryan Harte
Sent: Thursday, November 12, 2020 11:59 AM
To: Dan Tolley <dan.tolley@spglobalinc.com>
Cc: Management <mgmt@rbr-technologies.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL]RE: Outstanding Invoices
Importance: High

Dr. Tolley,

Good morning. I believe that you spoke with Chris Taylor regarding RBR's outstanding invoices; he indicated that you said payment would come this week. As of today we have not seen any payment on the below invoices. Can you please provide an update on the below invoices?

Invoice Number	Contract	Dated Submitted	Period Covered	Amount	Notes
RBR-SPG_071220	AFRL ACT3	8/4/2020	6/15/2020-7/12/2020	\$213,867.21	
RBR-SPG_080920	AFRL ACT3	8/25/2020	7/13/2020-8/9/2020	\$237,450.14	
RBR-SPG_090620	AFRL ACT3	10/6/2020	08/10/2020-09/06/2020	\$249,689.53	
RBR-SPG_100420	AFRL ACT3	10/23/2020	09/7/2020-10/4/2020	\$187,744.22	
RBR-SPG_110120	AFRL ACT3	11/5/2020	10/5/2020-11/1/2020	\$210,435.69	Just submitted today
				\$ 1,099,186.79	

V/R,
Bryan

Bryan Harte
MBA, PMP, CISSP
RBR-Technologies, Inc.
Chief Operating Officer
443.306.9250
bryan.harte@rbr-technologies.com

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From: Dan Tolley <dan.tolley@spglobalinc.com>
Sent: Tuesday, October 27, 2020 12:52 PM
To: Bryan Harte <bryan.harte@rbr-technologies.com>
Subject: RE: [EXTERNAL] RE: [EXTERNAL]RE: Outstanding Invoices

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Bryan,

I would like to come see you tomorrow or Thursday and have a discussion and a chance to get to know each other. Would you be available?

Thanks
Dan

Dr. Dan B. Tolley
President, SP Global, Inc.
1400 Conference Center Dr., Suite 300
Chantilly, VA 20151
703-346-5291

From: Marcia Gross <Marcia.Gross@spginstitute.com>
Sent: Tuesday, October 27, 2020 12:06 PM
To: Bryan Harte <bryan.harte@rbr-technologies.com>
Cc: Dan Tolley <dan.tolley@spglobalinc.com>; Daniel Ehlert <daniel.ehlert@spglobalinc.com>; Ken Wall <ken.wall@spglobalinc.com>; Mark Pohl <mark.pohl@spglobalinc.com>; Timothy Shaw <timothy.shaw@spglobalinc.com>
Subject: [EXTERNAL] RE: [EXTERNAL]RE: [EXTERNAL]RE: Outstanding Invoices

Bryan,
 I am going to let corporate answer for an updated payment status
 Thanks,
 Marcia

From: Bryan Harte <bryan.harte@rbr-technologies.com>
Sent: Tuesday, October 27, 2020 11:31 AM
To: Marcia Gross <Marcia.Gross@spginstitute.com>
Cc: Dan Tolley (E) <dan.tolley@spglobalinc.com>; Daniel Ehlert <daniel.ehlert@spglobalinc.com>; Ken Wall <ken.wall@spglobalinc.com>; Mark Pohl <mark.pohl@spglobalinc.com>; Timothy Shaw <timothy.shaw@spglobalinc.com>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: Outstanding Invoices

Marcia,
 Thanks for the heads up We checked with the bank this morning and have not seen deposit yet
 We are ok with a paper check if easier Any update on payment would be greatly appreciated

V/R,
 Bryan

Bryan Harte
 MBA, PMP, CISSP
 RBR-Technologies, Inc
 Chief Operating Officer
 443 306 9250
bryan.harte@rbr-technologies.com

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From: Marcia Gross <Marcia.Gross@spginstitute.com>
Sent: Monday, October 26, 2020 9:33 AM
To: Bryan Harte <bryan.harte@rbr-technologies.com>
Cc: Dan Tolley (E) <dan.tolley@spglobalinc.com>; Daniel Ehlert <daniel.ehlert@spglobalinc.com>; Ken Wall <ken.wall@spglobalinc.com>; Mark Pohl <mark.pohl@spglobalinc.com>; Timothy Shaw <timothy.shaw@spglobalinc.com>
Subject: RE: [EXTERNAL]RE: Outstanding Invoices

CAUTION: This email was sent from outside RBR-Technologies. Please exercise caution when clicking links or opening attachments within this email.

Bryan,
 My understanding is corporate is wiring the funds today, I have forwarded your email to them for a response,
 My apologies,
 Marcia

From: Bryan Harte <bryan.harte@rbr-technologies.com>
Sent: Friday, October 23, 2020 11:40 AM
To: Marcia Gross <Marcia.Gross@spginstitute.com>
Cc: Ken Wall <ken.wall@spglobalinc.com>; Mark Pohl <mark.pohl@spglobalinc.com>; Timothy Shaw <timothy.shaw@spglobalinc.com>; Dan Tolley (E) <dan.tolley@spglobalinc.com>; Katelyn Kennedy <kkennedy@rbr-tech.com>
Subject: [EXTERNAL]RE: Outstanding Invoices

Marcia,
 I just wanted to follow up regarding recent invoices Can you look into payment status for the below invoices


Invoice Number	Contract	Dated Submitted	Period Covered	Amount	Notes
RBR-SPG_071220	AFRL ACT3	8/4/2020	6/15/2020-7/12/2020	\$ 213,867.21	
RBR-SPG_080920	AFRL ACT3	8/25/2020	7/13/2020-8/9/2020	\$ 237,450.14	
RBR-SPG_090620	AFRL ACT3	10/6/2020	08/10/2020- 09/06/2020	\$ 249,689.53	
RBR-SPG_100420	AFRL ACT3	10/23/2020	09/7/2020-10/4/2020	\$ 187,744.22	Just submitted today
Total Outstanding				\$ 888,751.10	

V/R,
Bryan

Bryan Harte
MBA, PMP, CISSP
RBR-Technologies, Inc
Chief Operating Officer
443 306 9250
bryan.harte@rbr-technologies.com

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From: Bryan Harte
Sent: Saturday, October 10, 2020 9:02 AM
To: Marcia Gross <Marcia.Gross@spginstitute.com>
Cc: Ken Wall <ken.wall@spglobalinc.com>; Mark Pohl <mark.pohl@spglobalinc.com>; Timothy Shaw <timothy.shaw@spglobalinc.com>; Dan Tolley (E) <dan.tolley@spglobalinc.com>
Subject: RE: Outstanding Invoices



V/R,
Bryan

Bryan Harte
MBA, PMP, CISSP
RBR-Technologies, Inc.
Chief Operating Officer
443.306.9250
bryan.harte@rbr-technologies.com

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From: Marcia Gross <Marcia.Gross@spginstitute.com>
Sent: Friday, October 9, 2020 10:55 AM
To: Marcia Gross <Marcia.Gross@spginstitute.com>
Cc: Ken Wall <ken.wall@spglobalinc.com>; Mark Pohl <mark.pohl@spglobalinc.com>; Timothy Shaw <timothy.shaw@spglobalinc.com>; Dan Tolley (E) <dan.tolley@spglobalinc.com>
Subject: Outstanding Invoices

CAUTION: This email was sent from outside RBR-Technologies. Please exercise caution when clicking links or opening attachments within this email.

I wanted to both apologize and thank you for your patience while we work to correct any outstanding invoices. We are working to implement a more efficient method of payment moving forward.

At this time, we are requesting your ACH wire transfer information so we can quickly pay your outstanding invoice. Please forward your Financial Account and Routing numbers at your earliest convenience.

Although corporate has not yet determined if all future payments will be made via ACH, I am hopeful that will be the end result and will keep you updated.

Sincerely,
Marcia Gross

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